



AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, MAY 26, 2026 - 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.

THE MAYOR OFTEN ALLOWS APPLAUSE DURING CEREMONIAL OR CELEBRATORY PORTIONS OF THE MEETING, SUCH AS PROCLAMATIONS, PRESENTATIONS, AWARDS, OR PUBLIC SAFETY RECOGNITIONS, AS THESE ARE NOT ACTION ITEMS ARE INTENDED TO HONOR INDIVIDUALS OR EVENTS. HOWEVER, TO SAFEGUARD AN ORDERLY MEETING AND TO PRECLUDE INTIMIDATION OF SPEAKERS ON AGENDA ITEMS, OR DESIGNATED PUBLIC COMMENTS, THE MAYOR ORDINARILY PRECLUDES CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS DURING THESE PORTIONS OF THE AGENDA.

BASED UPON THE FOREGOING, 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 #2026-025)

*(Items in **red** are new and/or revised)*

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

1. Recognition and Appreciation — Anthony Ifedi, Deputy Director, Parks & Recreation — *Sponsored by Mayor Davis*
2. Request for Proclamation Approvals:
 - Juneteenth - June 19, 2026 - *Sponsored by Mayor Davis*
 - Men's Health Week - June 15–21, 2026 - *Sponsored by Mayor Davis*
 - Code Enforcement Officers' Appreciation Week - June 1-7, 2026 - *Community Development*
 - Retroactive Approval - National Maritime Day - May 22, 2026 - *Sponsored by Mayor Davis*
3. Special Event Application (*Parks and Recreation*)
 - Spirit Cellar Fest 2026
4. Retroactive Approval — Key to the City to Former City Manager Ana M. Garcia — May 12, 2026 — *Sponsored by Commissioner Lewellen*
5. **Broward Trust for Historic Preservation Inc. — *Sponsored by Commissioner Ryan***

4. PROCLAMATIONS: None

5. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders:
 - June 9, 2026 CRA Board Meeting - 6 p.m.
 - June 9 City Commission Meeting - 7 p.m.
 - June 23, 2026 City Commission Meeting - 7 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:
 - April 28, 2026 City Commission Meeting
 - May 12, 2026 City Commission Meeting

2. Travel Requests: None

3. RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE FIRST RENEWAL OF THE “COMMUNITY BUS TRANSPORTATION SERVICES” AGREEMENT WITH LIMOUSINES OF SOUTH FLORIDA, INC. (LSF); AND PROVIDING FOR CONFLICTS; FUTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

4. RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING MODIFICATION NO. 6 TO THE HAZARD MITIGATION GRANT PROGRAM (HMGP) AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) FOR THE WASTEWATER LIFT STATIONS GENERATOR AND UTILITY MITIGATION PROJECT (LIFT STATIONS 1, 2, AND 3 - PROJECT NO. 4337-334-R; CONTRACT NO. H0423) IN THE TOTAL AMOUNT OF NINE MILLION SEVEN HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED NINETY-FIVE DOLLARS (\$9,774,595.00); PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

5. RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING MODIFICATION NO. 6 TO THE HAZARD MITIGATION GRANT PROGRAM (HMGP) FOR THE CITY HALL/EOC WIND RETROFIT AND GENERATOR PROJECT (PROJECT NO. 4337-203-R; CONTRACT NO. H0327) IN THE TOTAL AMOUNT OF TWO MILLION FOUR HUNDRED SIXTY-FIVE THOUSAND SIX HUNDRED THIRTY-SEVEN DOLLARS AND FIFTY CENTS

(\$2,465,637.50); AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

6. RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PIGGYBACK AGREEMENT UTILIZING THE OMNIA PARTNERS SOFTWARE & SAAS SOLUTIONS COOPERATIVE CONTRACT #159596 FOR PAY-BY-PHONE PARKING PAYMENT SERVICES WITH PAYBYPHONE US, INC.; AUTHORIZING EXPENDITURES IN EXCESS OF THE CITY’S PURCHASING THRESHOLD OF \$50,000.00; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

7. RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A FIRST AMENDMENT TO THE PROFESSIONAL DESIGN SERVICES AGREEMENT AWARDED VIA REQUEST FOR PROPOSALS (“RFP”) NO. 25-014, ENTITLED “DESIGN SERVICES FOR CHESTER BYRD PARK IMPROVEMENT” WITH CALVIN, GIORDANO & ASSOCIATES, INC. TO EXTEND THE TERM OF THE AGREEMENT THROUGH APRIL 30, 2027 AND CLARIFY THE CONTINUATION OF SERVICES, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

8. RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION OF FUNDS FOR FISCAL YEAR 2025-2026, RELATING TO MID-YEAR BUDGET REVIEW BY CITY ADMINISTRATION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

9. RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING PURCHASES OF CCTV, VIDEO SURVEILLANCE, ACCESS CONTROL, NETWORKING, AND RELATED TECHNOLOGY EQUIPMENT, SOFTWARE, INFRASTRUCTURE, AND PROFESSIONAL SERVICES FROM ER TECH SYSTEMS GROUP INC. (D/B/A BROADCAST SYSTEMS), WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, UTILIZING GSA CONTRACT NO. GS-07F-173GA; AUTHORIZING PURCHASES EXCEEDING THE CITY’S ANNUAL VENDOR

THRESHOLD OF \$50,000; AUTHORIZING CONTINUED PURCHASES IN SUBSEQUENT FISCAL YEARS WHILE THE GSA CONTRACT REMAINS VALID; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Information Technology)*

10. RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES (DMS) UNDER THE LOCAL GOVERNMENT CYBERSECURITY PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Information Technology)*

11. RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE FOURTH AMENDMENT TO THE EXISTING AGREEMENT WITH SAM'S LANDSCAPE MAINTENANCE, INC. FOR ADDITIONAL TREE TRIMMING SERVICES, INCLUDING HURRICANE PREPAREDNESS SERVICES AND UNFORESEEN SERVICES ON AN AS NEEDED BASIS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE FOURTH AMENDMENT AND ANY NECESSARY DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

9. BIDS AND REQUESTS FOR PROPOSALS: None

10. QUASI-JUDICIAL & PUBLIC HEARING ITEMS

1. RESOLUTION NO. 2026-_____ *(THIS ITEM IS BEING CONTINUED TO THE JUNE 23, 2026 COMMISSION MEETING)*

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE PORT 1850 LLC SITE PLAN (SP-078-22) SUBMITTED BY THE OWNER, PORT 1850 LLC, FOR THE PROPERTY LOCATED AT 1850 NE 7 AVENUE IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE *(Community Development)*

2. RESOLUTION NO. 2026 *(THIS ITEM IS BEING CONTINUED TO THE JUNE 23, 2026 COMMISSION MEETING)*

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

FLORIDA, APPROVING THE “PORT 1850, LLC PLAT” (PL-029-24) SUBMITTED BY PORT 1850 LLC, FOR THE PROPERTY LOCATED AT 1850 NE 7 AVENUE, IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

11. FIRST READING ORDINANCES

First reading ordinances that do not involve zoning (rezonings, or changes to Chapter 28 of the LDC), nor Article 3, Section 2 of the Charter relating to ordinances for capital expenditures over \$1,000,000) are not subject to public hearing. A public hearing and discussion will take place at second reading of all ordinances within its respective section of the agenda.

1. ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO ADVISORY BOARD ATTENDANCE, ALTERNATE BOARD MEMBERS AND ELIGIBILITY BY AMENDING THE FOLLOWING SECTIONS OF THE CITY CODE: (1) SECTION 811-130, ENTITLED “PUBLIC ART ADVISORY BOARD; (2) SECTIONS 2-120, ENTITLED (MARINE ADVISORY BOARD) “MEMBERS' COMPENSATION; TERM”, AND SECTION 2-121, ENTITLED (MARINE ADVISORY BOARD) “RULES OF PROCEDURE”; (3) SECTION 720-10, ENTITLED (PLANNING & ZONING BOARD) “CREATED; APPOINTMENT”; AND (4) ADVISORY BOARD RESOLUTIONS RELATING TO THE FOLLOWING BOARDS: PARKS, RECREATION AND COMMUNITY AFFAIRS ADVISORY BOARD; GREEN ADVISORY BOARD; EDUCATION ADVISORY BOARD; AND CHARTER REVIEW BOARD, IN ORDER TO MODIFY THE QUALIFICATIONS AND ATTENDANCE OF ADVISORY BOARD MEMBERS, AND TO PROVIDE FOR ADVISORY BOARD ALTERNATE MEMBERS WHEN NOT PREVIOUSLY PROVIDED; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

12. SECOND READING ORDINANCES: None

13. DISCUSSION AND POSSIBLE ACTION

1. Sponsorship — Dania Elementary, 5th Grade Field Trip Shirts — *Sponsored by Commissioner Rimoli*
2. Travel Policy Update — *Sponsored by Commissioner Lewellen*
3. SpeakSphere 101 — Language Classes — *Sponsored by Commissioner Lewellen*

14. APPOINTMENTS

1. Dania Beach Housing Authority - Mayor Davis

15. COMMISSION COMMENTS

16. ADJOURNMENT



City of Dania Beach Parks & Recreation Memorandum

DATE: 5/26/2026

TO: Mayor and Commissioners

FROM: Candido Sosa-Cruz, ICMA-CM, City Manager

VIA: Tyrone Cornileus / Event Liaison / Parks & Recreation

SUBJECT: Special Event Application: Spirit Cellars Festival 2026

Request:

A special event application has been requested for approval on behalf of Spirit Cellars in order to host their Spirit Cellars Festival on August 22, 2026 and August 23, 2026. The event will be located at Casino of Dania Beach.

Background:

Spirits Cellar Fest is a two-day outdoor experiential event featuring curated spirits tastings, brand activations, and educational experiences. The event will include approximately 40 licensed alcohol vendors (primarily tequila and spirits brands) offering sample tastings to attendees of legal drinking age. No alcohol will be sold for on-site consumption; all retail sales will be fulfilled through Spirits Cellar's licensed premises. The event will take place Saturday, August 22, 2026 and Sunday, August 23, 2026 at Casino at Dania Beach from 1PM - 7PM both days.

Budgetary Impact

Special Event Application Fee: \$300

Recommendation

The Parks and Recreation Department is recommending that the City Commission approve the special events application request with the conditions noted. The applicant will pay for the necessary services recommended below.

Department Review:	Comments:
BSO Fire: Fire Prevention	Approved with conditions
Building Official	Building permits are required for tents and stage
City Attorney	No issues
Code Enforcement	Ensure that there is enough parking and overflow
Planning & Zoning	No issues.
HR / Risk Mgmt-	Must obtain all COI prior to event.
Parks & Recreation	No issues
Public Services	No issues
BSO Police Dept.	Must have special detail - 2 detail deputies



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).

If issued a special event permit this doesn't authorize usage of our City of Dania Beach logo.

PART I: EVENT REQUEST

If issued a special event permit this doesn't authorize usage of city logo.

Event Name: Spirits Cellar Fest

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, roadclosures
(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: 300 NE 2nd St, Dania Beach, FL 33004

Expected maximum attendance 300 Expected sustained attendance 120/150

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

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

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

Spirits Cellar Fest is a two-day outdoor experiential event featuring curated spirits tastings, brand activations, and educational experiences. The event will include approximately 40 licensed alcohol vendors (primarily tequila and spirits brands) offering sample tastings to attendees of legal drinking age. No alcohol will be sold for on-site consumption; all retail sales will be fulfilled through Spirits Cellar's licensed premises.

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	08/20-08/21/2026	Thu-Fri	<u>9am</u> AM/PM	<u>5pm</u> AM/PM	<u>15-20</u>
EVENT DAY 1: <u> </u>	08/22/2026	Sat	<u>1pm</u> AM/PM	<u>7pm</u> AM/PM	<u>300</u>
EVENT DAY 2: <u> </u>	08/23/2026	Sun	<u>1pm</u> AM/PM	<u>7pm</u> AM/PM	<u>300</u>
EVENT DAY 3: <u> </u>			<u> </u> AM/PM	<u> </u> AM/PM	<u> </u>
BREAKDOWN: <u> </u>	08/24/2026	Mon	<u>9am</u> AM/PM	<u>5pm</u> AM/PM	<u>15-20</u>

PART II: APPLICANT

Organization Name SPIRITS CELLAR CORP **Name of Authorized Signatory** Ruben Nunez
For-Profit ☒ Non-Profit ☐ Private ☐ (as registered in Sunbiz)

Address: 13 S Federal Highway **City, State, Zip:** Dania Beach, FL 33004

Date of registration: 05/28/2025 **State registered in:** FL **Federal ID #** 39-2594870

Email Address: Info@spiritscellars.com **Phone:** 305-790-4727

Event Coordinator Name Alberto Zafrane **Phone:** 305-790-4727

Title: Authorized Representative **Phone:** 305-790-4727 **Cell:** _____

Email address: info@spiritscellars.com **Fax:** _____

Additional Contact Name Joaquin Segura **Will you be on site?** ☒ Yes ☐ No

Title: Authorized Representative **Phone:** _____ **Cell:** _____

Email address: _____ **Fax:** _____

Event Production Company (if other than applicant) _____

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

Contact Name: _____ **Title:** _____

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

Email address: _____ **Fax:** _____

PART III: EVENT INFORMATION

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

Admission/Registration ☒ Yes ☐ No **If yes, how much?** \$ 69

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

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

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

Amusement Ride ☐ Yes ☒ No

If yes, name a contact of company: _____

What type of rides are you planning? _____

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** 25kw

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.):

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

DJ Amplified Music

Stages X Yes _____ No _____ Type (wood, metal, trailer stage, etc.) Wood

Stages may require permits.

Days and times music will be played: 08/22-23/2026 - 2pm to 7pm

How close is the event to the nearest residence? 350-400 ft

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

Parking Impact _____ Yes X 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 X No _____ If yes, define Closure(s) _____

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

Sanitation & Waste

Will the event encourage Recycling and Sustainability? X 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 Republic Services Contact _____ Phone 954.583.183

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 X Yes _____ No _____

Name Broward County Police Phone (954) 753-5050

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 X Yes _____ No _____

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

Quantity and size of each? (1) 100sqft x 60sqft / (1) 30sqft x 30sqft / (4) 10sqft x

Company Name i Rent Everything Contact Caitlin Phone 407-405-1812

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 X 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 X No _____

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

PART IV: SECURITY AND EMERGENCY SERVICES

Law Enforcement and Emergency Services Information

Your event may require law enforcement and/or emergency services which will be determined using this application, your site plan, narrative, traffic and transportation plan, Broward Sheriff's Office Department of Fire Rescue and Emergency Services special event application, and any additional information requested during your special event meeting and review. An estimation of the required service level and associated fees will be presented after the Broward Sheriff's Office has reviewed the application. Once the requirements have been finalized, an invoice(s) will be provided. All Broward Sheriff's Office fees must be paid in advance of the event.

Law Enforcement

Your event may require law enforcement services based on expected attendance and other risk factors such as alcohol sales, duration, time, day, location, and event type. The determination of law enforcement requirements is made at the sole discretion of the Broward Sheriff's Office. Depending on your event, it may be possible to supplement some of the required law enforcement services with a private third-party security company. This determination is at the sole discretion of the Broward Sheriff's Office and will require a detailed security plan submission by the security vendor. Additionally, the security vendor would need to provide a copy of their business license, proof of insurance, and a list of personnel assigned to the event.

Emergency Services

Your event may require emergency medical services and/or stand-by firefighter or fire inspector details. These requirements are based on expected attendance and other risk factors such as alcohol sales, duration, time, day, location, and event type. The determination of these requirements is made at the sole discretion of the Broward Sheriff's Office.

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 the requirements for law enforcement, security, fire prevention, and fire rescue and emergency services are determined at the sole discretion of the Broward Sheriff's Office.

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.

I understand that if issued a special event permit this doesn't authorize usage of our City of Dania Beach logo.

PART VI: SUBMISSION

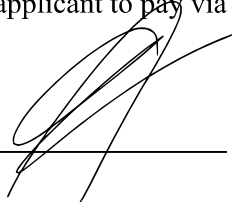
Email application and plans to: dbspecialevents@daniabeachfl.gov

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 CivicRec, <https://secure.rec1.com/FL/dania-beach-fl/catalog> where an invoice will be sent electronically for the applicant to pay via credit card.

Event Coordinator Signature



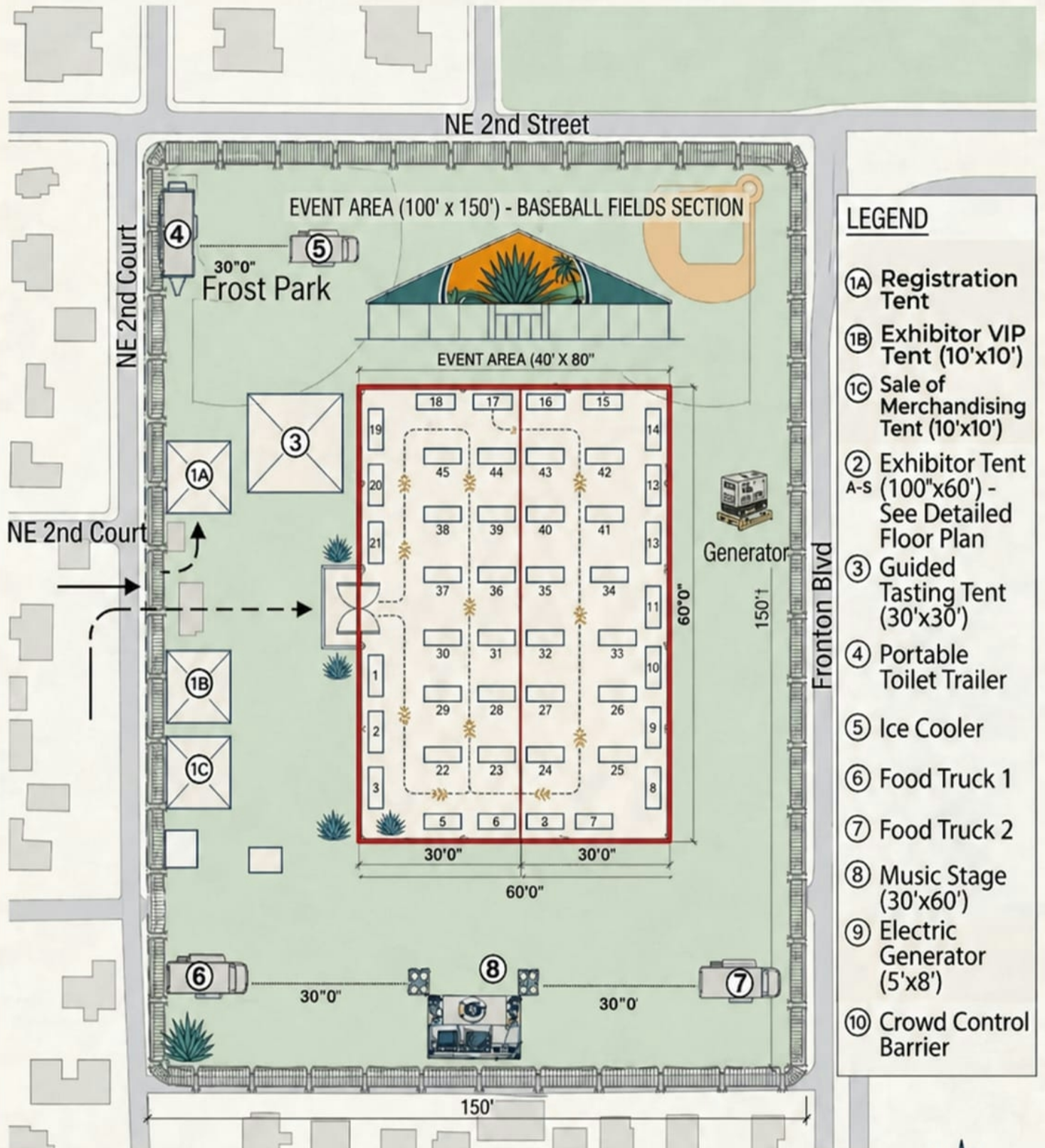
04/13/2026

Date

SPIRITS CELLAR FESTIVAL 2026

GENERAL EVENT SITE PLAN

AUGUST 22-23, 2026



Architectural graphic scale

0" 1" 1" 1/4" = 1'-0"



SPIRITS CELLAR FESTIVAL 2026

AUGUST 22-23, 2026

DANIA BEACH, FLORIDA



Broward Trust for Historic Preservation, Inc

1329 NE 7th Avenue • FORT LAUDERDALE, FLORIDA 33304 • www.browardtrust.org

BOARD
Michela M. Conca
Maggie Hunt
Dana Coronato
Jaime Passakos
Terry Bean
Joshua Arpin
Christopher Brennan
Susan Gillis
Michael Gehron
Richard Vest
Robert Lasorsa

*The Broward Trust for Historic Preservation is dedicated to identifying, preserving,
restoring
and maintaining the architectural heritage of Broward County.*

May 15, 2026

**Dania Beach Commission
Commissioner, AJ Ryan, IV
ajryan@daniabeachfl.gov**

Dania Beach, FL

Dear AJ,

Thank you for taking the time with me today; discussing the Mediterranean Revival Frost house you recently save.

As I mentioned, one of the Trust's goals is to open a historic property—such as Dania Beach's Frost Mediterranean Revival house—as a Decorator Show House. The event would highlight a historically significant home by inviting local interior designers to reimagine individual rooms while showcasing current design and architectural trends within a historic setting. Our original Historic Holiday Home Tour successfully raised funds for BTHP, and one of our nonprofit partners, dedicated to history and preservation. It also proved to be an effective way to share the value of historic preservation with the broader community. Because the original event took place during the Christmas season, we could expand the concept by adding festive holiday decorations to the home. This open house and tour could become an annual Dania Beach tradition, much like the Fort Lauderdale Holiday Boat Parade.

Broward Trust for Historic Preservation continues our commitment to protecting the places, stories, and cultural resources that define Broward County. Our organization's mission is to preserve, restore, and enhance the county's historic character; support education and research; advocate for the designation of significant buildings and districts; and encourage broader public involvement in preservation efforts.

Over the past several years, Broward Trust has continued to strengthen its role as an advocate and convener for preservation across the county. The organization has supported landmark designation efforts for historic properties including the Frank Croissant House and New River Castle, elevated public awareness of the Annie Beck House, collaborated on educational and community events, and



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celebrated local preservation leadership through Broward Pioneer recognition programs. These accomplishments reflect a consistent focus on research, advocacy, collaboration, and public engagement.

Looking ahead, Broward Trust's goals are to expand support for historic designation efforts throughout Broward County, strengthen partnerships with local historical societies and preservation advocates, promote policies that protect historic and cultural resources, and increase community education and participation. The organization is also focused on helping residents and visitors better understand the value of preservation as a tool for honoring Broward's heritage, building civic pride, and shaping thoughtful growth for future generations.

Thank you for your continued interest in and support of historic preservation in Broward County. By working together, we can ensure that the county's historic places and community stories remain visible, valued, and protected for generations to come.

Sincerely,

President, Michaela M. Conca
Broward Trust for Historic Preservation
www.browardtrust.org
michaela@browardtrust.org
954-536-4297



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: May 26, 2026

To: Mayor Joyce L. Davis
Vice Mayor Marco A. Salvino, Sr.
Commissioner Lori Lewellen
Commissioner Luis Rimoli
Commissioner A. J. Ryan IV

From: Candido Sosa-Cruz, ICMA-CM, City Manager

Subject: City Manager's Report

As I present my first City Manager's Report for the City of Dania Beach, I want this moment to be more than a summary of projects, initiatives, and accomplishments. I want it to serve as a celebration of the incredible people whose dedication, professionalism, and commitment to public service continue to move our City forward every single day.

The achievements highlighted throughout this report are a direct reflection of a team that works tirelessly to deliver results for our residents, businesses, and visitors. From operational excellence and infrastructure improvements to community development, public safety, and customer service, our employees continue to demonstrate what it means to serve with respect, integrity and standard of excellence. I would like to personally recognize and congratulate the many departments and team members whose hard work has resulted in numerous awards, recognitions, and accomplishments that continue to elevate the reputation of the City of Dania Beach.

I would also like to take this opportunity to recognize and congratulate our newly appointed Deputy City Manager Eleanor Norena. Deputy City Manager Norena has dedicated her career to public service and has been an integral part of the City of Dania Beach leadership team for many years. She has served as Director of Community Development for the past six years, Deputy Director for nearly two years, and Operations Manager for six years prior to that. With more than 25 years of combined public and private sector leadership experience, Eleanor brings tremendous institutional knowledge, professionalism, and leadership to this role.

Having worked alongside Eleanor for the past seven years, I have witnessed firsthand her unwavering commitment to the organization, her ability to lead through challenges, and her passion for serving the community. I am extremely proud of her success and look forward to her continued leadership and contributions as Deputy City Manager as we continue building a stronger and brighter future for Dania Beach together.

Finance Department

Chief Financial Officer Yeimy Guzman has been selected to serve as the next FY2027 President of the South Florida Government Finance Officers Association, representing Broward, Miami-Dade and Monroe Counties. The Finance Department recently achieved several significant milestones, including earning the prestigious Triple Crown recognition and completing five audits during the current fiscal year, all resulting in clean opinions. These accomplishments reflect the department's continued commitment to excellence, transparency, and strong financial stewardship on behalf of the City and its residents.

Community Development Department

In March of this year, the Community Development Department's Planning Division led by Deputy Director Corinne Lajoie submitted three award nominations to the Florida Planning and Zoning Association in advance of their annual conference. We have recently been notified that two of our nominations have won awards in their respective categories! Team members will be traveling to Sarasota on May 29th to attend a luncheon at the conclusion of the 2026 FPZA Annual Conference to collect the awards.

Below is a summary of each project nomination.

101 Dania Beach Redevelopment Project – Outstanding Redevelopment award

The 101 Dania Beach mixed-use project consists of two (2) towers in the heart of the City of Dania Beach, with a public art installation. The South Tower is a 13-story, mixed-use building with 278 residential units, and five (5) live-work units located on the ground level. The building features a public park and has achieved a gold level standard for High-Rise development from the Florida Green Building Coalition. The North Tower, currently under construction, is a 12-story, mixed-use building that will feature 102 residential units, and 22,480 square feet of commercial space. The towers are connected by a pedestrian bridge and will share amenities and parking.

C.W. Thomas Recreation Complex – Outstanding Infrastructure award

The City of Dania Beach's Park Master Plan provides a comprehensive assessment of existing recreational facilities, community needs, and long-term investment priorities. Through this evaluation, C.W. Thomas Park was identified as a high-priority site for redevelopment due to its central role within the surrounding neighborhood, its aging infrastructure, and the community's expressed desire for enhanced recreational amenities. Redevelopment of this park first aligns with the Parks Master plan's goals to improve equity, expand access to quality open spaces, and support the well-being of resident in in one of the City's most established communities. The comprehensive project includes a new 14,000 square foot community center with an indoor gymnasium, a recreational pool, upgraded athletic fields designed for football, soccer and other field sports, an outdoor basketball court, and a playground featuring inclusive, ground-based play opportunities. The gymnasium has been named the Tamara James Gymnasium in honor of former Dania Beach Mayor Tamara James, who is also a former WNBA player with the intentions to recognize her legacy of leadership, services and commitment to youth and athletics.

Human Resources Department

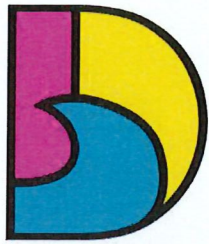
The Human Resources and Risk Management Department led by Chief Human Resources Officer Linda Gonzalez, Deputy Director Ann Mierez and Risk Manager Wayne Fletcher recently received 2026 Silver Bell Seal Award for fostering a workplace where employees thrive through comprehensive benefits and wellness initiatives. The Department has also been recognized for a

second time by the Public Risk Insurance Trust (PGIT) for its comprehensive, citywide Risk Management Program, including the evolution of the Safety Committee into the Eagle WISE Committee, which emphasizes employee health and wellness while supporting productivity and cost efficiency. The City's Risk Manager is also included in this award for outstanding leadership in risk mitigation and program administration.

Marketing and Communications Division

The City's Marketing and Communications Division, under the leadership of Division Director Nannette Rodriguez and Manager Natalie Mattis, continues to set a standard of excellence in municipal communications and public engagement. I am proud to share that both *Pioneer* and *Huddle* received the Outstanding Award (First Place) at the annual Florida Municipal Government Communicators Association awards ceremony.

This achievement marks the second consecutive year that *Pioneer* has earned this prestigious recognition and the first award for *Huddle*, reflecting the team's innovation, creativity, and commitment to delivering high-quality communications that effectively engage and inform our community. Congratulations to Nannette and Natalie!



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CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: May 26, 2026
TO: Candido Sosa-Cruz, ICMA-CM, City Manager
FROM: Eleanor Norena, CFM, Community Development Director 
RE: Manager's Monthly Report – April 2026 – Community Development Department

The following is a summary of Community Development Department activity during the month of April 2026.

Building Division:

The Building Department created 193 and issued 211 building permits and conducted 1,179 inspections. The Building Department issued two Certificates of Occupancy (mobile homes) for the month of April 2026.

Planning and Zoning Division:

There was no development applications received for review this month.

Miscellaneous Zoning Activities:

The Zoning Division processed 43 new Certificates of Use applications for new businesses in the City for the month of April 2026.

There were no Vacation Rental Certificates issued for the month of April 2026.

Code Compliance Division:

The Code Compliance team oversees the downtown City Center, concentrating on addressing issues such as graffiti, illegal signage and the upkeep of properties to maintain the area's aesthetic appeal and ensure community standards are upheld.

This month, a total of 107 complaints were submitted through the City's Ask Dania Beach App and promptly inspected by our code enforcement staff.

Waterway Inspections – the unit has assigned two Code Enforcement Officers to conduct waterway inspections, focusing on unpermitted work, life safety concerns, vessel violations, and

blight-related issues. Inspections are typically performed weekly; due to the size of the vessel being utilized only larger waterways can be patrolled. This month four reinspection's were completed and ten properties cited for new violations.

There are currently three derelict vessels in the city's waterways. One vessel, located in the 4400 block of SW 42 Terrace, will be relocated by Broward County to serve as an artificial reef upon completion of its marine project. The vessel adjacent to Griffin Marine Park is currently undergoing approval for the removal through FWC; once approved, FWC will issue a letter authorizing Dania Beach to proceed with removal. The third vessel, also located in the 4400 block of SW 42 Terrace, is under review by FWC as well.

The Code Compliance Division collaborates with Public Services to address bulk trash and nuisance issues throughout the City. This month, a total of 18 bulk notices were issued.

Code staff conducted a citywide sweep for permit violations, identifying and citing 62 properties.

Several areas in the city continue to experience parking concerns. Code is monitoring these properties along with the beach rangers and issuing citations when warranted.

Please find the noise complaint details outlined below:

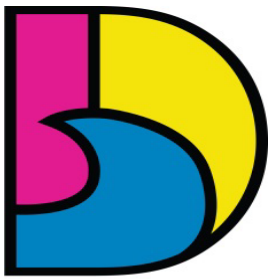
Date	Address	Description	Code Officer Assigned	Resolution
4/12/2026	153 NW 14 Way	Loud music played at midnight	L. Nibbs	Advised complainant to contact BSO in evening hours. Advised occupants of complaint.
4/19/2026	661 SE 15 St Bldg. 14 -Apt 205 & 304	Blasting their basses late at night	A. Westberry	Advised complainant to contact BSO in evening hours. Attempted contact with resident's w/o success.
4/22/2026	601 E Dania Beach Blvd	Loud muffler on vehicle	A. Westberry	Advised complainant to contact BSO in evening hours.

Please find the vacation rental complaint details outlined below:

Date	Address	Description	Code Officer Assigned	Resolution
4/21/2026	405 SE 4 St	Trash overflowing & cars parked on the street	A. Westberry	NOV issued for trash cans. Cars were not observed on the street; will continue to monitor.

Beach Ranger and Parking Division:

- Beach Rangers patrol downtown City Center and all active construction sites for any parking and noise violations.
- Staff reported three violations at the beach in the Ask Dania Beach App including safety issues and aesthetics.
- Staff continue to monitor the pier, parking lot and sand areas to address violations which include, but are not limited to, prohibited events, climbing on dunes, drones, bonfires, littering, and dogs. 117 violations were observed and addressed.
- Beach Rangers are monitoring the marina for any unauthorized activity and any maintenance concerns.
- Beach Rangers monitor the beach lot for capacity on weekends and holidays. Staff directs traffic in the beach lot to keep the traffic flowing for safety.
- The FAU parking lot is being monitored by the Beach Rangers on weekends and holidays for valet parking, City staff parking, FAU student parking, and Lucky Fish / Quarter Deck employee parking.
- The team has been monitoring parking issues in several different areas of the City, educating residents and issuing tickets as needed.
- Assisting Code Compliance after hours on various code complaints.
- Beach Rangers continue to work with BSO Homeless Outreach to address homeless issues at the beach.



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CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: May 18, 2026

TO: Candido Sosa-Cruz, ICMA-CM, City Manager

FROM: Linda Gonzalez, SPHR, SHRM-SCP – Chief Human Resources Officer **LG**

RE: Human Resources and Risk Management Report

Overview

The Human Resources and Risk Management Department continues to deliver exceptional service while advancing key strategic initiatives that strengthen the City's workforce, enhance employee engagement, and position Human Resources as a proactive and strategic partner. Below is a summary of departmental activities and accomplishments over the past month.

Recruitment and Talent Acquisition

The Human Resources team continues to work closely with departmental leadership to strategically recruit and fill vacancies across the organization. As part of these ongoing efforts, several positions are currently progressing through various stages of the hiring process, including:

- Public Services Deputy Director
- CRA Director
- Code Compliance Officer
- Mechanic II Fleet
- Park Custodian
- Beach Lifeguard O/C (2)
- Recreation Assistant O/C (2)
- Recreation Assistant P/T

We are preparing onboarding activities for the five (5) summer camp counselors who will be joining the Parks and Recreation for the Summer. We have worked diligently to support a seamless and well-coordinated start to the summer season for this program.

As we move forward, Human Resources remains committed to enhancing recruitment strategies, attracting high-quality candidates, and continuously improving the overall efficiency and effectiveness of our hiring process.

Training and Development

Human Resources continues to advance the City's commitment to employee growth, leadership development, and organizational effectiveness through targeted training initiatives.

During the month of May, the following training sessions were hosted and coordinated:

- *BSO/Fire Department-Led Training Sessions* – In collaboration with the BSO/Fire Department, we brought two important onsite training sessions to employees: Hands-Only CPR, which provided practical guidance on responding to life-threatening emergencies, and Heat Stress in the Workplace, which focused on important workplace safety tips and preparation for the upcoming summer months.
- *Annual Cybersecurity Training* – In partnership with Florida International University (FIU) and our IT Department, we hosted our 3rd Annual Leadership Cybersecurity mandatory training on May 14 to reinforce cybersecurity awareness and best practices in data protection and information security.

Upcoming Training in May:

- *Reasonable Suspicion Refresher Training for Supervisors* – Hosted by NMS, this training is scheduled for May 28, and it is designed for supervisors overseeing CDL drivers and serves as a valuable refresher for supervisory staff on recognizing and appropriately addressing reasonable suspicion situations in the workplace.
- *Health and Safety Training* – Scheduled for May 27, Paula Rojas, the City's UHC representative, will facilitate two sessions focused on Soothing Stress, highlighting the City's continued commitment to employee wellness, health, and work-life balance.

Risk Management, Wellness, and Safety

HR continues to take a proactive role in safeguarding City operations and employee well-being through forward-looking initiatives.

On May 5, 2026, Preferred Governmental Insurance Trust (PGIT) presented the City of Dania Beach and Risk Manager Wayne Fletcher with the Jerry Livingston Claims Excellence Award. The award is given to only one PGIT insured client annually and it is awarded for the most proactive approach taken to promote safety measures, implement loss control initiatives and claims control efforts. PGIT is a self-insurance pool serving more than 130 of Florida's cities and public entities.

Risk Management and the appropriate Departments have completed a review of our property insurance schedule, the inland marine property schedule and the vehicle property schedule to ensure that all properties that should be insured are on the schedules and that properties no longer owned are deleted. The revised schedules will be forwarded to our insurance carriers prior to the FY 26/27 insurance renewal.

Compensation and Benefits

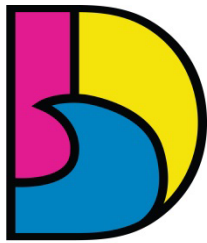
We remain focused on providing employees with competitive, comprehensive benefits while continuing to implement strategic initiatives that support recruitment, retention, and employee well-being.

We have begun analyzing data recently received from the annual Public Employers Personnel Information Exchange (PEPIE) survey, a statewide municipal compensation study that includes salary information from nearly 100 municipalities across Florida. The survey data is being used to assess market competitiveness of our current pay plan and determine whether any salary range adjustments are needed.

Continuous Improvement and Innovation

The evaluation committee has selected a vendor for the ERP project; however, this has been placed on hold subject to completion of budget review process.

We are working on the automated Driver's License checks to increase efficiency and reduce the manual work currently involved with this process.



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CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: May 18, 2026

TO: Candido Sosa-Cruz, ICMA-CM, City Manager

FROM: Cassi Warren, CPRP, Parks & Recreation Director

SUBJECT: Parks and Recreation Updates

Parks and Recreation Department Updates Project updates

Project Report:

- Chester Byrd Park – The design continues to move along, and the project is on track to be completed by April 30, 2027, the grant deadline.
- PJ Meli Park – The site plan design has been submitted to the DRC for review. Pending response of the review.
- Olsen Middle School – Design is in the final stages. Construction for this project is on hold due to the uncertainty and instability of the school board along with the unknown future of Olsen.

As part of the USLA (United States Lifesaving Association) Certification, our team is expected to reach out to the public in as many ways as possible. One way the team does this is by attending career days. Dania Ocean Rescue was invited to Hollywood Academy of Arts and Science. Lifeguard Jonathan Hernandez educated students on the Beach condition Flags, rip currents, and the importance of swimming near a lifeguard



Ocean Rescue Report:

- Rescues – 12 (20 people rescued)
- Medical/First Aid – 1
- Law Enforcement Calls – 2
- Missing Person – 1
- Wildlife or Domestic Rescue – 2

The Special Events Team hosted the annual Earth Day Cleanup on April 20, 2026. 500 volunteers showed up. On April 23, 2026, the team hosted the annual Take Your Kids to Work Day with 55 kids attending.



Staff are gearing up for the Backpack Giveaway and preparing for the FY26-27 Dania After Dark series working on with procurement on a number of bids to better the procurement processes for the new year.

Thus far the events division has secured \$54,490.59 in sponsorship money since the start of the fiscal year.

Event Applications:

- Processed since October 1, 2015: 32

IT Parker continues to be a premiere rental site for the Department. Staff have worked with Marketing and Communications to create a third-party website to continue to promote and sell the site. We are waiting on Nannette's edits and approval to launch.

Summer Camp registration opened and we are pleased to announce that all three summer camp sites are sold out. Frost Park at 75 campers, CW Thomas at 50 campers and PJ Meli at 30 campers. We currently have a wait list of 50 campers across the three sites.

Jr. Lifeguard camp is also open and registration is ongoing.

Ongoing programs:

- Rising Stars at CW Thomas Park, Frost Park and PJ Meli Park
- FitFusion at CW Thomas Park
- Hip Hop and Contemporary Dance at CW Thomas Park
- Tint Tots at CW Thomas Park
- Junior Chefs at CW Thomas Park
- Checkmate Academy at CW Thomas Park
- Adult Chess at CW Thomas Park
- Adult Game Night at CW Thomas Park
- Domino Club at CW Thomas Park
- Gracefully Aging at CW Thomas Park
- YAC at PJ Meli Aquatic Complex
- Karate at PJ Meli Park
- Swim Team at PJ Meli Park
- Waterpolo at PJ Meli Park
- Social Seniors at PJ Meli Park
- Tot Tim at PJ Meli Park
- Sweet Creations at PJ Meli Park
- Paddle Up Dania at PJ Meli Park
- Seniors Exercise at PJ Meli Park
- Learn to Swim at PJ Meli Park

- Kreation Station at Frost Park
- English Classes at Frost Park
- Sunday Cards at Frost Park
- Yoga at Frost Park
- 55+ Volleyball at Frost Park

Athletic Programs (ongoing/upcoming):

- Football/Cheer at Frost Park
- Adult Kickball at PJ Meli Park
- Lil Sluggers at PJ Meli Park
- Youth Basketball at CW Thomas Park
- Youth Jr. Sports at Frost Park
- Youth Volleyball at CW Thomas Park
- Little Sea Stars at PJ Meli Park
- Soccer at Frost Park
- Tennis at Frost Park & PJ Meli Park
- Pickleball at Frost Park
- Hoop Lab at PJ Meli Park
- Youth Jr. Sports Summer Go-Kart Series at PJ Meli Park
- FBS Soccer at CW Thomas Park

With the start of skills and drills training at CW Thomas for the Dania Beach Dolphins football program we are averaging around 50 youth a night.



Staff continues to evaluate the current and new programs to ensure we are offering the best programs for our community for all ages. Be on the lookout for new programming rolling out in the next couple of months.



CITY OF DANIA BEACH MARKETING AND COMMUNICATIONS DIVISION MEMORANDUM

DATE: May 13, 2026
TO: Candido Sosa-Cruz, ICMA-CM, City Manager
FROM: Nannette Rodriguez, Director of Marketing and Communications
SUBJECT: Marketing and Communications Division Report

The City's website, social media, digital signs and Cable TV Channel 78 continue to be updated with relevant, new and important information. Marketing support may include advertisements, branding, signage, event site and marketing collateral, photography, media relations, video recordings, and pre- and post-event social media posts. Support is provided to all City departments and their projects. There is an ongoing effort to enhance digital communications and engagement by implementing best practices.

City of Dania Beach was selected as a winner of the 2026 FMCA Outstanding Awards in the following categories:

- Magazine-Electronic or Print (overall winner, Pioneer)
- Newsletter-Electronic or Print (overall winner, Huddle)

These recognitions reflect our team's creativity, innovation and excellence in local government communications, and we are proud to celebrate your achievements.

Below are the latest activities from April through May 2026:

Publications (internal and external)

- Ledger (FY2025): In production
- Pioneer (summer edition): In production
- Huddle (July edition): outlining
- E-News (monthly): published

New Website

- Continue the overhaul of navigation and new user-based organizational menus in the overall site.
- Conducting website beta testing with select reviewers.
- Continue to work with IT to migrate pdf forms to optimized forms.
- Preparing for launch day – May 18, 2026.

Community events and coverage

- Frost Park Pickleball Court Ribbon Cutting

City initiatives marketing support (internal)

- Turquoise Takeover

- City manager retirement
- Eagle Eye / WISE Committee

City initiatives marketing support (external)

- Arbor Day Tree Giveaway
- CORE Conversations
- Boil Water Advisories (SE)
- America 250 Art Poster Call to Artists
- Fashion Week in Dania Beach
- Boat Safety Classes – U.S. Coast Guard
- Bulk Waste Pickup
- Spirit Airlines Community Support / CareerSource Broward reposting
- Hurricane Readiness Tips
- Parks programs: Mother's Day event, Yoga, Jr Lifeguard Camp, Pickleball, Free Beach Sports, etc.

Community Redevelopment Agency (CRA) initiatives

- Hamburger House Party (sponsorship / parking and shuttle)
- Small Business Week / Broward County's Small Business Conference

Creative design and branding

- Mother's Day ad
- Broward League of Cities ad
- CRA Banner
- Water Utilities Signage (drafting)

Digital / video

- Coordination for Earth Day recap video
- Outlining the PSA for City Budget / Property Tax Bill Impact (Animated)

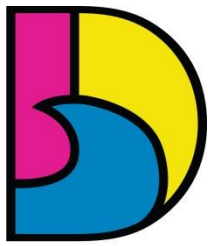
ANALYTICS:

- Email campaigns: Past 30 Days (5/13/26): Two campaigns average
 - Open Rate: 58%, Click-through Rate: 3%, Total contacts: 8,520
- Facebook (28 days): Published content, 28; Page views, 196,900; Viewers, 88,283; Post impressions, 81,238; Content Interactions, 1,992; Visits, 4,600; New followers, 260; Followers, 13,624
- Instagram: Published content: 30; Views, 128,626; Post impressions, 252,691; Content Interactions, 3,565; Page visits, 2,010 New Followers, 526; Followers, 15,081
- X: Followers, 2,900; Post impressions, 665; Engagement, 87; Post engagement rate, 13%



CITY OF DANIA BEACH MARKETING AND COMMUNICATIONS DIVISION MEMORANDUM

- YouTube (28 days): Channel views, 129,600; Subscribers, 701; Impressions 9,059; Click through rate, 4.8%
- LinkedIn (30 days): New Followers, 79; Total Followers, 1,955; Page Impressions, 3,181; Engagement, 10%
- Everbridge: Community Opt-Ins: 5,558; Alert Dania Beach subscribers: 307; Dania Events subscribers: 267
- Designs Created (30 days): 78; Published, 218



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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: May 25, 2026

TO: Candido Sosa-Cruz, ICMA-CM, City Manager

FROM: Fernando J. Rodriguez, Public Services Director *Fernando J. Rodriguez*

CC: Oscar Vasquez, MS, ENV SP, Public Services Director

RE: **PUBLIC SERVICES DEPARTMENT ACTIVITIES – April 25 to May 24, 2026**

Provided below is a summary of the main PSD project activities for the past four weeks:

Sanitary sewer Lift Station Rehabilitations

Lift Station #1:

Construction activities at Lift Station #1 continue progress. Recently the following was completed: installation of the 18-inch gravity sewer line and pipe installation associated with the new wet well. The project team is coordinating with the EOR regarding proposed site elevation adjustments and retaining wall improvements required (due to field elevation constraints identified during construction). Substantial Completion is currently anticipated in August 2026.

Lift Station #2:

Construction activities at Lift Station #2 remain pending; however, the electrical redesign has been completed, the associated permit has been approved, and the final electrical point of service has been defined in coordination with FPL. The project team continues coordinating the remaining electrical service and construction planning activities required prior to field mobilization. Substantial Completion is currently anticipated in October 2026.

Lift Station #3:

Construction activities at Lift Station #3 are progressing well. FPL power disconnection has been completed, as well as the installation of the sheet pile system. The project is now advancing into installation of the new structures. Substantial Completion is currently anticipated in September 2026.

SE Drainage Project

Phase I:

All project activities have been completed, with the remaining work consisting primarily of the installation of the electrical transformer and the final electrical connection required to place the pump station into operation. Substantial Completion of Phase I is expected by mid-July 2026.

Phase II:

Construction activities continue to progress throughout the project area. Gravity drainage pipes and associated structures have already been installed along SE 4th Street, SE 4th Terrace, SE 5th Street, and SE 6th Street, and work is currently advancing along SE 7th Street. The force main system and injection wells have been installed, and the pump station structures have been completed. Current activities focus on continued trenching, pipe installation, and roadway restoration along the remaining corridors. Substantial Completion is anticipated for November 2026, with Final Completion expected by December 31, 2026.

Landscape Master Plan – Dania Beach Blvd. medians – This important and highly visible corridor section is next in the implementation plan of the LMP. Work on the bid specifications has been completed and the bid award will likely occur by mid-July. Work is expected to start in August with the project likely be completed by the end of November.

City Hall Hardening Project – Installation of doors for four additional building areas has been delayed due to access control system complications. The associated change order has been revised to utilize a new vendor who has implemented access control systems throughout the City. Upon approval, the contractor will proceed with mobilization and coordinate with the access control vendor. Work is anticipated to be completed by mid- August (depending on lead times for access control components).

Women’s Club Historic Restoration – Demolition is currently underway. During this activity, additional structural damage was identified that is more extensive than initially anticipated. In order to safely proceed with repairs, shoring will be required and implemented in 8-foot segments. The roof permit has been issued and work will commence once the shoring is in place. Due to the extent of the structural damage discovered, the project timeline is expected to be extended beyond the original six- to eight-month duration, with completion now anticipated closer to the end of the calendar year, subject to further assessment.

GRANTS

FIND Grant - The City of Dania Beach has received endorsement from the Broward County Commissioner supporting the Griffin Marine Park Boat Ramp and Dock Replacement Project. The Dania Beach City Commission has approved submission of an application to the Florida Inland Navigation District Waterways Assistance Program requesting \$750,000 in grant funding, with the City providing a \$750,000 match.

The project will improve public boating access and replace aging ramp and dock infrastructure at Griffin Marine Park. The grant application was submitted to the Florida Inland Navigation District and Public Services is preparing to present the scope of work to qualify for grant funding.

House Appropriations Committee – 2027 Community Project Funding – Public Services submitted three Community Project Funding requests as part of the FY 2027 federal legislative cycle on March 6, 2026. The requests include \$1 million for the Ocean Park Restroom Construction Project, \$1.5 million for Emergency Operations Center (EOC) Equipment, and \$2 million for the PJ Meli Park Neighborhood Drainage Improvement Project.

The above requests support critical infrastructure improvements that enhance public safety, strengthen community resilience, and improve quality of life for residents and visitors. The EPA is expected to announce funding awards before June 2026.

FDOT – NW 1st Street Streetscape Beautification – The design phase for the NW 1st Street Complete Streets / Pedestrian Connectivity Project is nearing completion. Public Services is seeking City Commission authorization on March 24, 2026, Commission Meeting to accept \$2,641,937.00 in Construction Phase funding through the Florida Department of Transportation (FDOT) Local Agency Program in order to proceed with construction and implement the planned corridor improvements.

Public Services went back to Commission on April 12, 2026, to correct the initial agreement. Public Services is expected to begin the bidding process in the coming weeks.

SE Drainage – Broward County Surtax Funding – SE Drainage Phase 1 is nearing completion, with final construction activities and close-out efforts currently underway. Broward County has scheduled drone footage collection on June 5, 2026 to document the completed improvements and overall project area. The project includes \$6,634,147.65 in construction funding eligible for reimbursement through the Broward County Transportation Surtax program to support the implementation of the drainage and resiliency improvements.



**CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)
EXTERNAL MEMORANDUM**

DATE: April 20, 2026

TO: Candido Sosa-Cruz, ICMA-CM, City Manager

VIA: Elanor Norena, CFM, Deputy City Manager

FROM: Sergio Pellecer, District Fire Chief

RE: Dania Beach Memo to City Manager

Please see the requested information below concerning the April 1, 2026, through April 30, 2026, of the meetings and day to day operations for the BSO Fire Rescue and Emergency Service in Dania Beach:

- Daily morning BSO conference calls – Department Head direction for the day.
- Daily monitoring of Fire Stations and personnel safety – Review Calls and Operations.
- Coffee with the District Chief – Tabletop talk with Station 1-17 crews.
- Agenda reviews team conference calls.
- Agenda reviews with Commissioners.
- Dania Beach Commission Meeting
- BSO Ops Conference call with District Chiefs – Daily morning operations review.

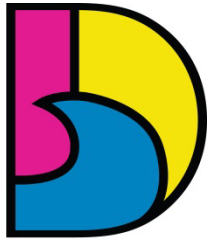
Fire Station #1 Hardening Grant – The bid documents have been completed and submitted to Procurement for advertisement.

Project information is currently being updated in OpenGov in preparation for the bidding phase.

We are coordinating with the design team and Procurement to schedule the pre-bid meeting. Proposed dates are between June 2 and June 12, 2026.

The emergency generator has been released for fabrication, with an estimated production and delivery period of approximately 22 weeks.

The roofing engineering services work order has been approved, and the consultant will begin preparing the reroofing design documents.



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CITY OF DANIA BEACH BROWARD SHERIFF'S OFFICE (BSO) EXTERNAL MEMORANDUM

- Fire Truck (Quint 17 FRES2265) our ladder truck is refurbished and back at Fire Station 1 being outfitted with hose and tools reviewing all operations placing it back in service by 05/26/2026.
- Fire Truck (Rescue 201) our rescue truck is refurbished and placed back in Service 05/20/2026.
- Stakeholders meeting at BSO Headquarters with City Manager Candido Sosa-Cruz and Commissioner Luis Rimoli
- Monthly Seniors Meeting
- Business Excellence Awards – Dania Beach Chamber of Commerce
- Broward County Traffic Incident Management Meeting
- City of Dania Beach On-Boarding Session
- Funeral for Steven Lepselter – BSO Firefighter/Paramedic
- Emergency Coordinating Council Meeting Plantation EOC
- Earth Day Beach Clean Up
- Arbor Day Tree Giveaway
- CEMP Review
- Annual Hurricane Checklist

Training during this period –

- Coffee Break / Kitchen Table talk with crews at Fire Station 1 and 17
- Ground Ladder and Hose Testing Annual
- Pre-Fire plans by Station 1 and 17
- Hydrant Maintenance Station 1 and 17
- Station 1 and 17 Mask Fit Test Annual
- Advance Life Support and Basic Life Support Bi-Annual Certification all personnel
- Job Performance Requirements/Performance Objectives
 - JPR – Fire 14 – Search and Rescue Operations
 - JPR – EMS 46 – PIT Crew CPR
 - COBCT – Drill 12 – Know Your Way Out

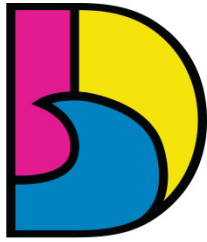
Other Community Participation -

Station 1 Units participated at Spring Egg Hunt

E1 participated Car Show Collins Elementary

EMS Detail at Dania After Dark Blues & BBQ – Coordinated Command Post

Station 17 BSO Citizens Academy Station Tour



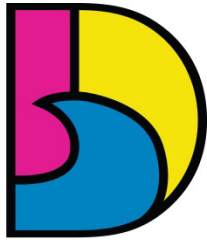
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CITY OF DANIA BEACH BROWARD SHERIFF'S OFFICE (BSO) EXTERNAL MEMORANDUM

Community Outreach & Life Safety Educator April 2026 Activities

Date	Event	Attendance	Age	
04/02/26	CW Thomas Park Senior Meeting: Fire Safety-Escape Planning	50	55+	LSE DW
04/04/26	Dania Beach Easter Egg Hunt	120	Varied	LSE DW, BC 17, E1
04/12/26	Autism Acceptance Family Sunday-Dan Marino Foundation	400	Varied	LSE DW, E1, BC 17
04/16/26	City of Dania Beach: Safety & Wellness Committee Meeting	27	Adults (18+)	LSE DW
04/22/26	Olsen Middle School: Autism Painting	30	6-8 grade (11-13)	LSE DW, E1, FF/P Moreno
04/23/26	Take Your Child To Work Day-IT, Parker	60	Varied	LSE DW, E1
04/23/26	Take Your Child To Work Day-Dania Pointe	40	Varied	LSE DW, BC17, FF/P Moreno
	Total:	727		

	Continued Education & Community Collaboration
4/1/2026	Community Risk Reduction Kitchen Table April 1st at 2 pm
4/1/2026	DLE Neighborhood Support Meeting
4/10/2026	Hallandale Condominium Life and Safety Trainings
4/21/2026	Broward County Fire Prevention Subcommittee Meeting



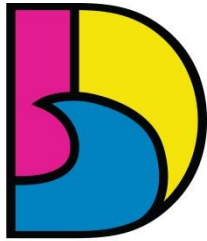
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**CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)
EXTERNAL MEMORANDUM**

Fire Marshal

March 2026 Activities

	Dania Beach
Plans Reviewed	41
Annuals	173
BTRs	20
No Access	39
Vacant	34
Complaint	8
1st Reinspection	41
2nd Reinspection	2
3rd (or more) Reinspection	2
Permit Inspections	32
Total Inspections	319
FY Annuals % Complete	68.8%



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CITY OF DANIA BEACH BROWARD SHERIFF'S OFFICE (BSO)

MEMORANDUM

DATE: May 18th, 2026

TO: Candido Sosa-Cruz - CM, City Manager

FROM: Jason Tarala, Captain/Chief - Broward Sheriff's Office

RE: Dania Beach Monthly Memo to City Manager – April/May 2026

Below are the monthly crime reports for part 1 crimes from 4/20/2026 to 5/16/2026:

 BROWARD SHERIFF'S OFFICE CITY OF DANIA BEACH MONTHLY CRIME REPORT 4/20/2026 - 5/16/2026										
Charge	0201	0202	0203	0204	0205	0206	0207	0208	0240	Grand Total
AGGRAVATED ASSAULT	1		1		1		1		1	5
AGGRAVATED BATTERY			2			1				3
AUTO THEFT	1					3				4
BURGLARY BUILDING/STRUCTURE	2									2
BURGLARY CONVEYANCE	3	1	1	1			2	1		9
BURGLARY RESIDENCE	1	2		1		1				5
ROBBERY				1	1	1			1	4
SEXUAL BATTERY			1							1
THEFT - ALL OTHER	5	2	4		2	3	1	3	3	23
THEFT - BICYCLE	1	1								2
THEFT - MOTOR VEHICLE PARTS	1	1				1	1	3		7
THEFT - RETAIL / SHOPLIFTING	2	3	6	1	2	2			5	21
THEFT FROM BUILDING							1			1
Grand Total	17	10	15	4	6	12	6	7	10	87

Monthly Crime Report (87 Incidents)

A AGGRAVATED ASSAULT (5)

B AGGRAVATED BATTERY (3)

A AUTO THEFT (4)

C BURGLARY CONVEYANCE (9)

R BURGLARY RESIDENCE (5)

R ROBBERY (4)

B SEXUAL BATTERY (1)

Y THEFT - ALL OTHER (23)

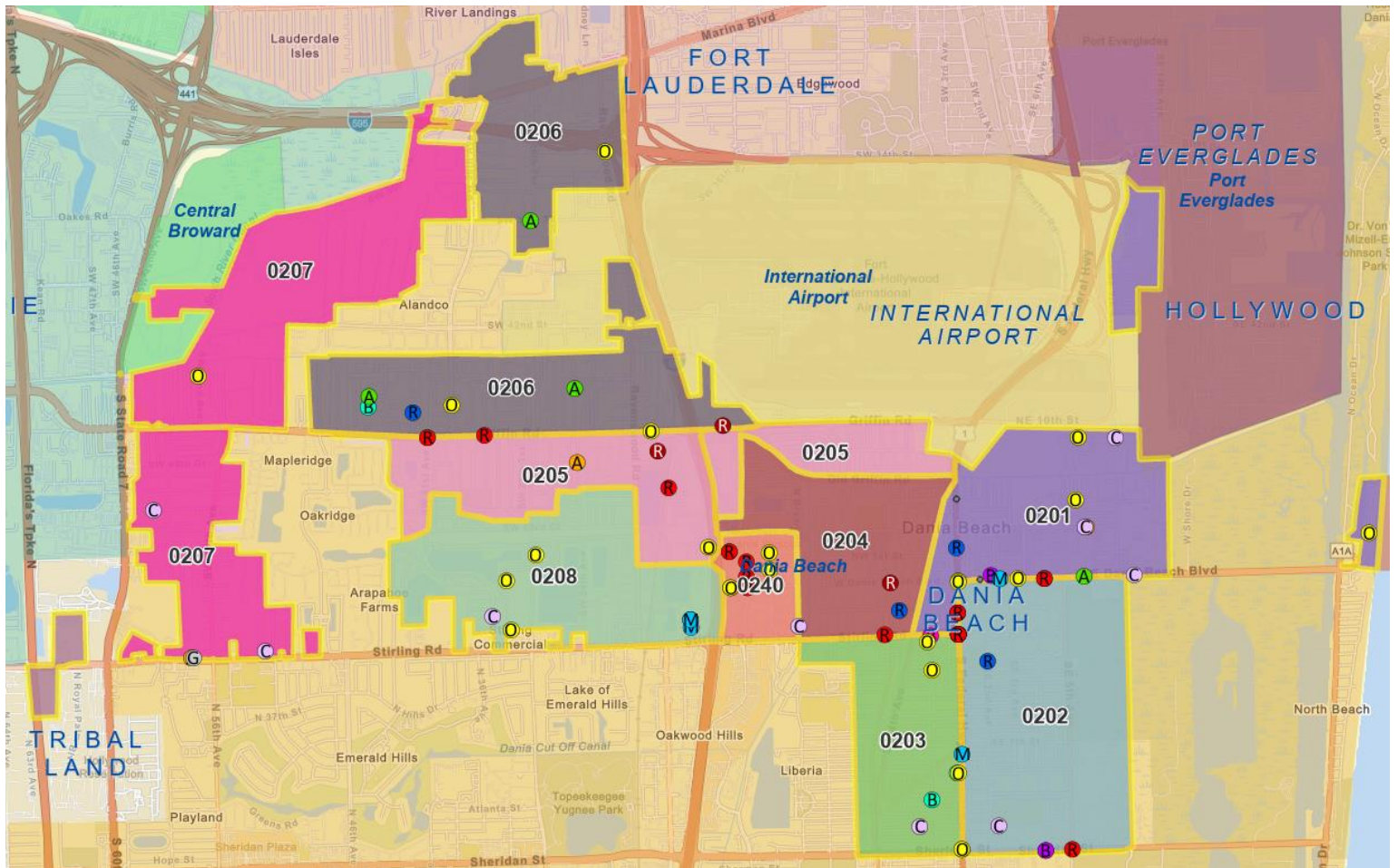
B THEFT - BICYCLE (2)

M THEFT - MOTOR VEHICLE PARTS (7)

R THEFT - RETAIL / SHOPLIFTING (21)

G THEFT FROM BUILDING (1)

● <all other values> (2)



Notable Increases/Decreases

When compared to the previous report:

- Part 1 crimes **decreased by 4.6%** over the past four weeks
- The number of aggravated batteries, assaults, and stalking remained the same
- Auto thefts **decreased by 50%**
- Burglaries **decreased by 9%**
- Overall, thefts increased by 11%. However, bike thefts **decreased by 69%**

Total Arrests

4/20/2026 – 5/16/2026
120

- 110 arrests made by Road Patrol
- 6 arrests made by the Crime Suppression Team
- 4 arrests made by Criminal Investigations

Notable Arrests/Initiatives

- Charges were filed against a subject for stealing the victim's purse while she was at the beach. The subject is a repeat offender.
- Additional theft and fraud charges were filed against the owner of Bright Education Institute for defrauding her students.
- A subject was taken into custody after stealing from Publix. The subject has been previously convicted of grand theft.
- Charges were filed against a subject for stealing from the Nike Clearance store.

Proactive Enforcement Highlights

- In total, 6 arrests were made by the Crime Suppression Team detectives in the past four weeks.
- Deputies responded to a call for service for lost/found property. When units arrived, thousands of oxycodone pills were discovered. CST and Major Narcotics detectives responded to investigate and determined the owner of the pills. Several days later, the owner was detained during a traffic stop. He was in possession of 50g of methamphetamine, 150 Xanax bars, and a firearm. Major Narcotics detectives took over the investigation.

- Extensive surveillance was conducted at the Deluxe Inn for drug activity. Two subjects were ruled to be the main narcotics sellers. Detectives went undercover and purchased narcotics from the subjects. After, a traffic stop was conducted on the subjects, and they were found to be in possession of crack cocaine and MDMA. The two subjects and one of their buyers were arrested. The subject's BMW was also seized.
- CST detectives assisted Homicide with executing a search warrant in Dania Beach. When detectives searched the home, two subjects were in possession of drugs. Both subjects were arrested and about \$2,000 was seized.
- While investigating numerous narcotics complaints about a subject, he was discovered to be a sexual predator that failed to register his address. He also had an outstanding warrant and was arrested.

Motors/Commercial Vehicle Enforcement

- Between Dania Beach motormen and road patrol deputies, 447 warnings and citations were issued during the last four weeks.
- Four deputies participated in an operational plan to patrol SW 53rd Ct for speeding and stop sign violations. 65 warnings and citations were issued.
- Enforcement efforts were focused on SE 5th Ave and Dania Beach Blvd.
- LPR and speed trailers remain deployed throughout the city.

Homeless Outreach Team (HOT)

- HOT deputies assisted road patrol by responding to 31 calls for service that involved homeless people, including medical calls, reports of suspicious activity, and disturbances. One arrest was made after a subject trespassed at city hall.
- Deputies are working with Code Enforcement to remove five encampments near the 3861 block of Griffin Rd. Deputies and the City are working with the owner to remove the debris and obtain a trespass affidavit for the property. The removal process is still ongoing. An additional encampment was successfully removed at 420 Stirling Rd.
- Deputies are continuing to patrol City Hall, Frost Park, Chester Byrd Park, Meadowbrook Square Plaza (Ideal Mall), and Ocean Park Beach.
- In total, HOT deputies conducted 158 area checks and documented contact with 8 people.

Neighborhood Support Team (NST)

Follow-Up/Directives/Initiatives

April 20, 2026 – Dania Beach Earth Day Beach Cleanup - NST and Dania Beach community members helped clean garbage off the shore of Dania Beach.

April 22, 2026 - Crafting with a Cop (Autism Awareness) – NST, Crime Suppression Team, Criminal Investigations, and Fire Rescue held a painting event at Olsen Middle School. Students with Autism were provided with paint, canvasses, and an easel to paint. Fire Rescue attended with a therapy dog. After, the students were able to explore the Fire Rescue engine truck.

April 23, 2026 - City of Dania Beach “Bring Your Child to Work Day” – NST, K-9 Patrol, Crime Scene, and Fire Rescue, participated in Bring Your Child to Work Day. Crime Scene provided a presentation, and K-9 Patrol provided a dog bite demonstration. Fire Rescue provided a static display of their fire truck and children interacted with the FD therapy dog.

April 24, 2026 - BSO vs. The City of Dania Beach Annual Softball Game - NST drafted a team of softball players from BSO to compete against The City of Dania Beach employees. BSO was able to take the victory and win BSO’s first competitive game against the City of Dania Beach with a final score of 33-3.

April 25, 2026 - DEA National Drug Take Back - NST, in partnership with Walmart, collected 24 pounds of unwanted and expired medication from members of our community.

May 7, 2026 - Run, Evade, Fight Presentation - NST conducted “Run, Evade, Fight” presentation to the staff and volunteers at the Holocaust Documentation and Education Museum.

May 12, 2026 – Collins Elementary Bicycle Helmet Giveaway - NST properly fitted and provided 89 students at Collins Elementary with bicycle helmets, as they prepare for summer break.

Meetings Zoom/In Person

- **April 28, 2026** - Rifle In-Service Training - 8:00AM
- **April 29, 2026** - Rifle In-Service Training - 8:00AM
- **April 29, 2026** - Dania Beach Business Jumbo Expo - 5:00PM
- **May 7, 2026** - Dania Beach Seniors Meeting - 10:00AM
- **May 13, 2026** - Dania Beach Chamber of Commerce Meeting - 11:30PM
- **May 14, 2026** - Gracefully Aging Seniors Meeting - 10:00AM
- **May 14, 2026** – Dania Beach C.O.P. Monthly Meeting – 5:00PM



**BROWARD SHERIFF'S OFFICE
CITY OF DANIA BEACH
CALLS FOR SERVICE – 240 ZONE
4/20/2026 – 5/16/2026**

THERE WERE A TOTAL OF 209 CALLS FOR SERVICE FOR 240 ZONE WITHIN THE LAST FOUR WEEKS.

Calls for Service - 240 Zone	Total
01-DRUNK DRIVER	1
03-HIT & RUN	5
03I-HIT & RUN WITH INJURIES	1
04-ACCIDENT-MINOR	10
04E-ACCIDENT ROLLOVER OR EXTRICATION	1
04I-ACCIDENT WITH INJURIES	3
10-50 TRAFFIC STOP	3
13I-SUSPICIOUS INCIDENT/PACKAGE	12
13P-SUSPICIOUS PERSON	4
14-INFORMATION	5
16-CHILD/ELDERLY ABUSE/ABANDONMENT/NEGLECT	1
19-MISDEMEANOR WARRANT	1
22-DISTURBANCE/NUISANCE	9
22N-DISTURBANCE-NOISE COMPLAINT	11
30-LARCENY	9
31-ASSAULT	2
37-DISTURBANCE JUVENILE	1
38V-DOMESTIC DISTURBANCE VERBAL	2
40-VANDALISM/MALICIOUS MISCHIEF	1
41SA-ROBBERY-PERSONAL/BUSINESS	1
49A-AUDIBLE/INTRUSION ALARM	5
49H-HOLD-UP ALARM	2
49S-SILENT ALARM	1
51-TRESPASSING	9
66-CIVIL MATTER/CUSTODY ISSUE	8
67PO-MEDICAL-UNCONSCIOUS/FAINTING	1
68-POLICE SERVICE CALL	72
73-TRAFFIC/PARKING COMPLAINT	4
74-RECALL	2
76-AOA (ASSIST OTHER AGENCY)	6
79-HARASSMENT/STALKING/THREAT	1
911 HANG UP/DROP OFF	13
GAS LEAK/GAS ODOR	1
HAZ-MAT INCIDENT	1
Grand Total	209

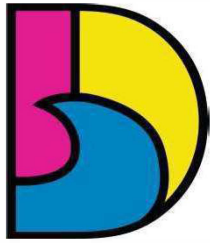
THERE WERE A TOTAL OF **10** PART 1 CRIMES FOR 240 ZONE WITHIN THE LAST FOUR WEEKS.

Part 1 Crimes - 240 Zone	Total
AGGRAVATED ASSAULT	1
ROBBERY	1
THEFT - ALL OTHER	3
THEFT - RETAIL / SHOPLIFTING	5
Grand Total	10

THERE WERE A TOTAL OF 45 NOISE COMPLAINTS FOR ALL ZONES WITHIN THE LAST FOUR WEEKS.

Date & Time	Address	Apt	Zone
4/22/2026 22:59	101 MONROE UDELL ST		0201
5/7/2026 23:59	101 MONROE UDELL ST	701	0201
5/1/2026 0:58	120 N COMPASS WAY		0240
4/25/2026 1:09	120 N COMPASS WAY		0240
4/24/2026 19:40	120 N COMPASS WAY	341	0240
5/12/2026 21:31	120 N COMPASS WAY	UNK	0240
5/11/2026 0:29	120 N COMPASS WAY		0240
5/7/2026 1:11	120 N COMPASS WAY		0240
5/3/2026 5:07	121 N COMPASS WAY		0240
5/7/2026 23:51	121 N COMPASS WAY		0240
5/3/2026 23:46	121 N COMPASS WAY		0240
5/8/2026 0:26	121 N COMPASS WAY		0240
4/27/2026 3:23	121 N COMPASS WAY	624	0240
5/7/2026 23:30	1515 SW 12TH AV		0203
4/26/2026 6:26	17 NW 6TH AV	2	0204
4/26/2026 1:11	180 E DANIA BEACH BLVD	323	0202
4/29/2026 23:55	180 E DANIA BEACH BLVD	323	0202
5/14/2026 19:32	226 SW 16TH ST		0203
5/4/2026 22:35	2425 STIRLING RD		0208
4/26/2026 1:14	2710 E MARINA DR		0208
4/25/2026 23:47	2710 E MARINA DR		0208
5/2/2026 15:41	301 SE 3RD ST		0202
5/9/2026 20:14	321 SHERIDAN ST		0202
5/10/2026 20:58	3301 SW 44TH ST		0206
5/5/2026 20:48	334 SW 14TH ST		0203
5/3/2026 5:15	4 N FEDERAL HWY	670	0201
5/10/2026 3:07	4 N FEDERAL HWY	511	0201
5/9/2026 23:12	4 N FEDERAL HWY	105	0201
4/28/2026 23:04	418 SE 3RD TER		0202
5/12/2026 16:38	42B SW 16TH ST		0203
5/16/2026 1:09	4633 SW 28TH AV		0206
4/23/2026 18:48	4685 SW 33RD AV		0206
4/26/2026 23:23	4728 SW 23RD TER		0206
4/26/2026 9:22	4833 SW 44TH TER		0207

5/15/2026 15:46	4860 SW 45TH AV		0207
5/2/2026 3:23	501 E DANIA BEACH BLVD	3E	0201
5/12/2026 19:40	505 E DANIA BEACH BLVD		0201
5/12/2026 21:59	505 E DANIA BEACH BLVD		0201
5/5/2026 0:58	5536 PARK RD		0208
5/13/2026 0:32	600 E DANIA BEACH BLVD		0202
4/21/2026 1:34	610 NE 2ND ST		0201
5/2/2026 0:11	709 W DANIA BEACH BLVD		0204
5/1/2026 21:32	840 W DANIA BEACH BLVD	210	0204
4/22/2026 23:44	APPROX LOC:26 SE 10TH TER		0202
4/25/2026 3:13	SW 12TH ST / SW 3RD AV		0203



DANIA BEACH
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CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

TO: Candido Sosa-Cruz, ICMA-CM, City Manager.

FROM: Megan Jelaso ,Revenue Accountant

DATE: May 18, 2026

SUBJECT: Finance Monthly Report – April 2026

Please find attached the monthly Finance report. Highlights of the report include the following:

Revenues

- Building Fund Revenues
- Pier Revenue
- Beach Parking Revenue
- Marina Revenues
- Commercial Solid Waste Hauler Franchise Fees

Capital Projects

- Master Capital projects Schedule to include Grants

Information Technology

- Online Credit Card Payments
- Beach Camera Views
- Website Visits by Device
- Commission Meeting Views
- Number of Citywide Phone Calls
- Number of E-Bill Users by Month
- Kiosk collections

Business Tax Receipt Activity

- Out of Business/Inactive
- New Applications

Utility Reports

- Delinquency Report
- Meter Replacement Reports
- Aging Report

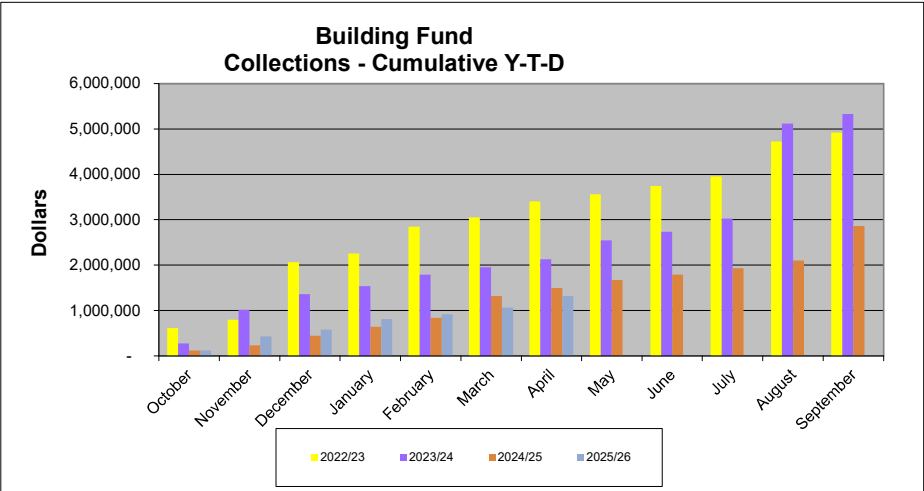
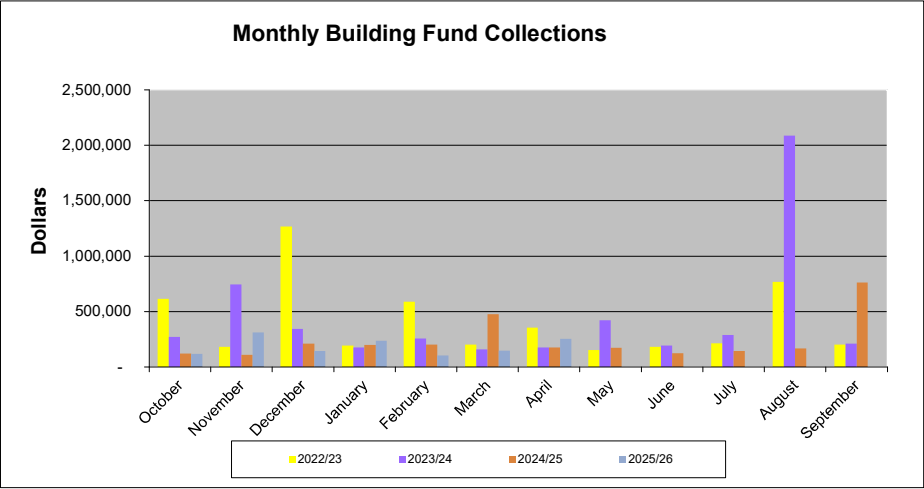
Contingency and Fund Balance Estimate

Building Fund Collections

	2022/23	2023/24	2024/25	2025/26
Monthly				
October	613,610	272,140	120,615	117,903
November	183,413	742,357	110,166	312,849
December	1,267,607	343,469	210,595	143,539
January	193,243	175,715	198,574	237,828
February	588,953	258,034	203,711	104,630
March	202,690	159,520	476,218	146,751
April	356,512	175,277	176,349	253,772
May	153,965	421,096	171,643	
June	181,738	191,611	123,451	
July	212,528	288,360	142,639	
August	767,780	2,087,847	167,242	
September	202,415	209,254	761,728	
Total	4,924,453	5,324,681	2,862,930	1,317,272

	2022/23	2023/24	2024/25	2025/26
Cumulative				
October	613,610	272,140	120,615	117,903
November	797,023	1,014,498	230,781	430,752
December	2,064,630	1,357,967	441,376	574,291
January	2,257,873	1,533,681	639,950	812,119
February	2,846,825	1,791,716	843,661	916,749
March	3,049,515	1,951,236	1,319,879	1,063,500
April	3,406,027	2,126,512	1,496,228	1,317,272
May	3,559,992	2,547,608	1,667,870	
June	3,741,730	2,739,219	1,791,321	
July	3,954,258	3,027,579	1,933,960	
August	4,722,038	5,115,426	2,101,202	
September	4,924,453	5,324,681	2,862,930	
Annual Goal	4,868,000	5,191,000	6,384,224	6,122,413

Building Fund - thru April 2026



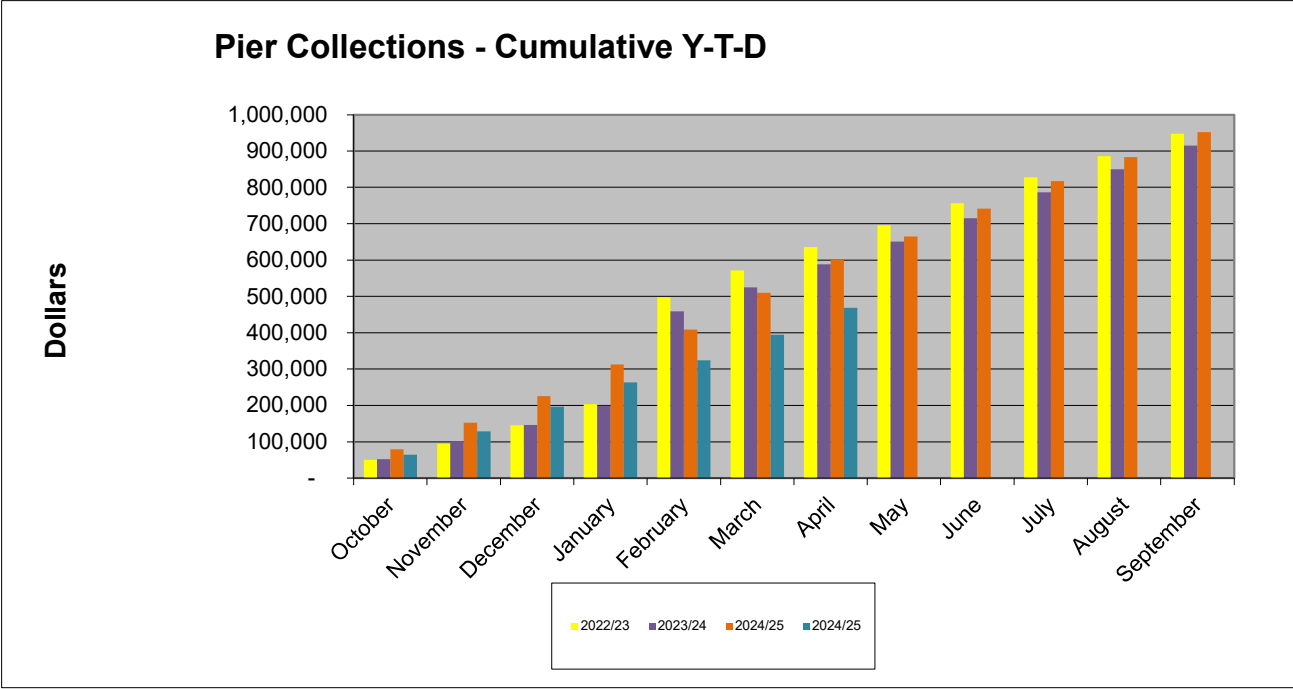
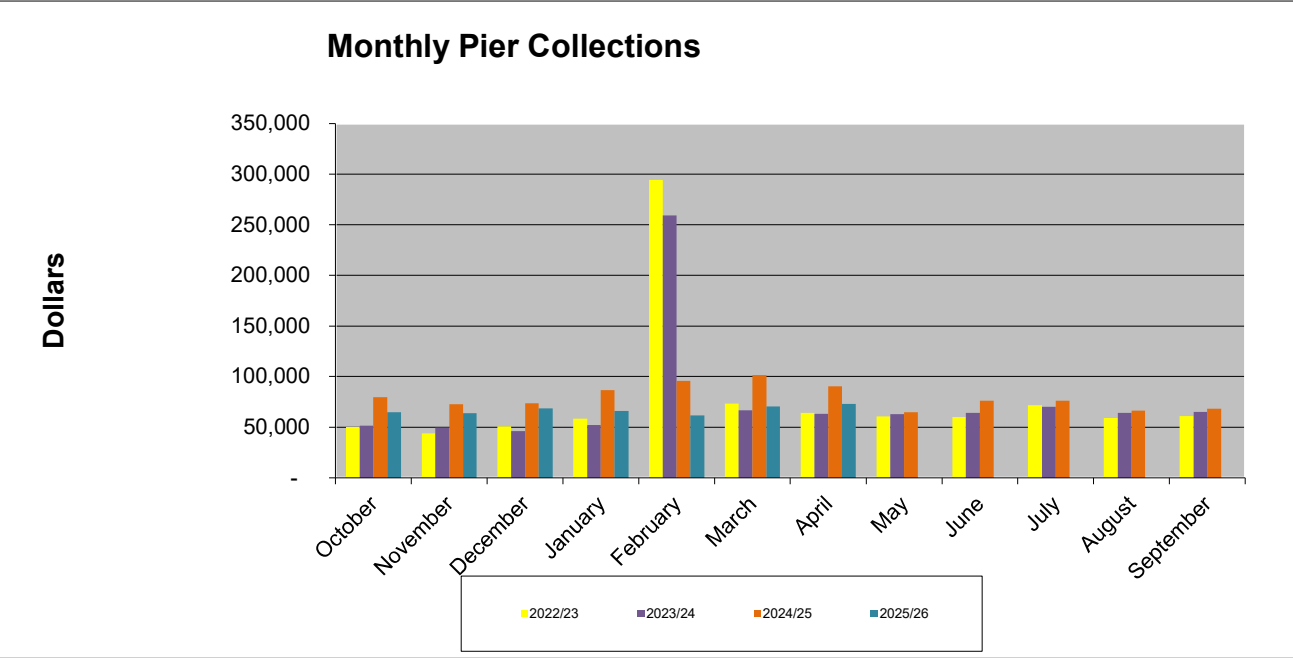
Pier Revenues

	2022/23	2023/24	2024/25	2025/26
Monthly				
October	50,313	51,495	79,614	64,714
November	43,917	49,561	72,745	63,883
December	50,942	45,928	73,627	68,463
January	58,345	52,190	86,644	66,146
February	294,357	259,466	95,845	61,553
March	73,487	66,698	101,540	70,669
April	63,945	63,244	90,201	73,133
May	60,688	62,991	64,881	
June	60,003	64,114	76,113	
July	71,604	70,205	76,082	
August	58,871	64,092	66,383	
September	60,849	65,294	68,310	
Total	947,320	915,279	951,986	468,559

Balance includes true-up for the annual rent of the Quarterdeck based on the lease agreement.

	2022/23	2023/24	2024/25	2025/26
Cumulative				
October	50,313	51,495	79,614	64,714
November	94,229	101,056	152,359	128,596
December	145,171	146,984	225,986	197,059
January	203,516	199,174	312,631	263,205
February	497,873	458,640	408,476	324,757
March	571,360	525,338	510,017	395,426
April	635,305	588,583	600,218	468,559
May	695,993	651,574	665,099	
June	755,996	715,688	741,212	
July	827,600	785,894	817,293	
August	886,471	849,985	883,676	
September	947,320	915,279	951,986	
Annual Budget Goal	844,816	937,301	942,488	925,209

Pier Revenues - thru April 2026

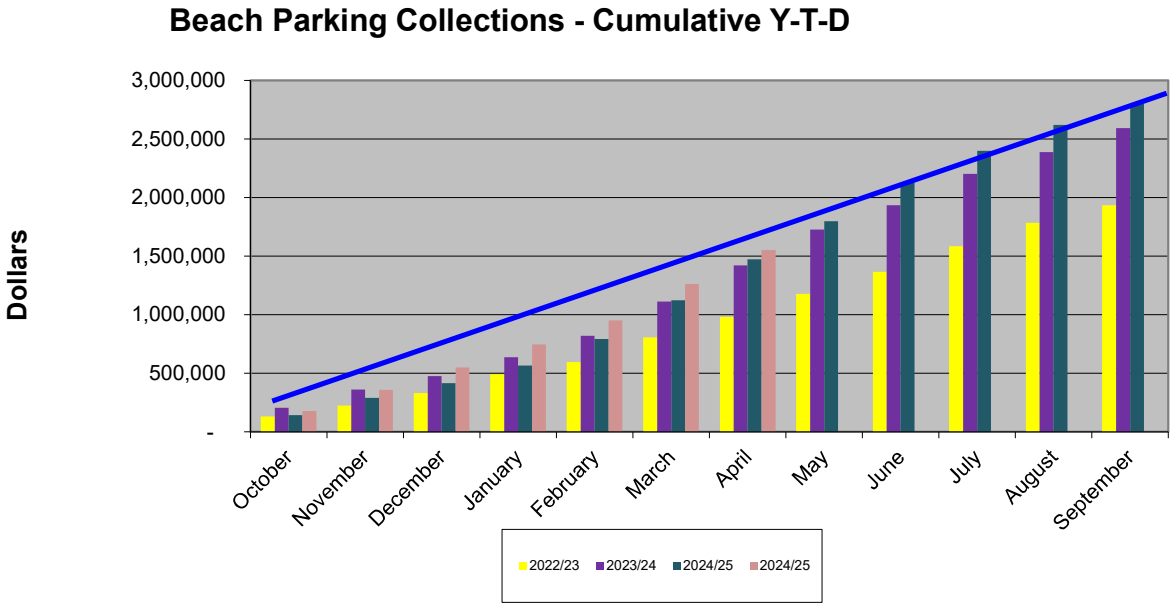
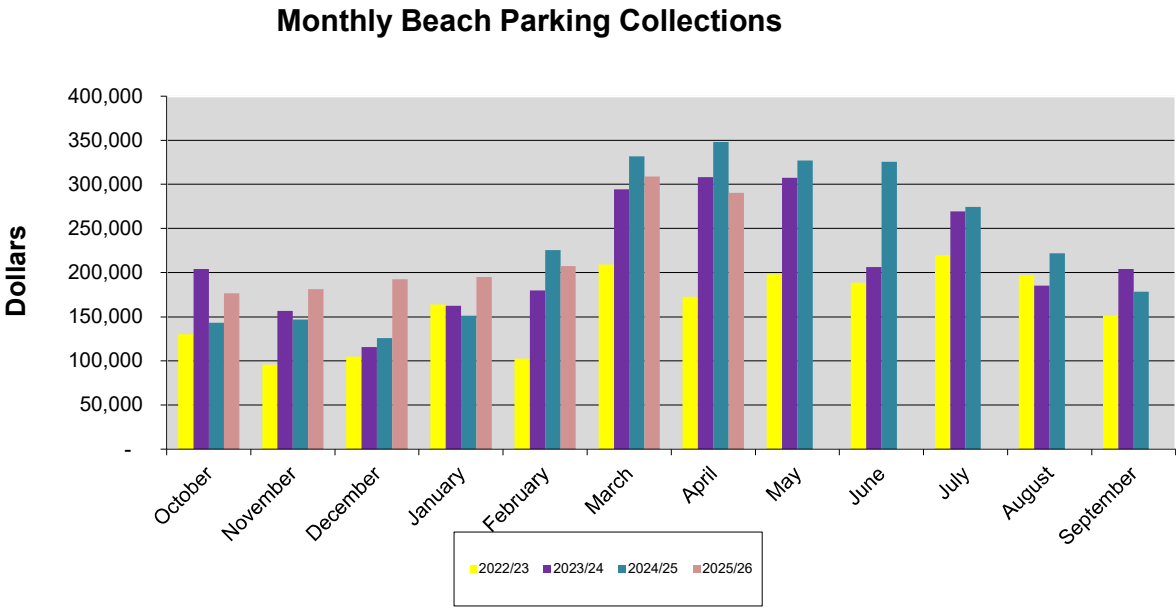


Parking Fee Collections

	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
Monthly				
October	130,026	203,967	143,031	176,491
November	95,694	156,460	146,923	181,129
December	104,713	115,640	125,726	192,465
January	164,030	162,393	150,948	195,030
February	102,648	179,664	225,332	207,344
March	209,333	294,283	331,752	308,951
April	172,853	308,344	348,327	290,467
May	197,957	307,252	327,250	
June	188,603	206,128	325,726	
July	219,627	269,299	274,561	
August	197,119	185,189	221,655	
September	151,776	204,001	178,180	
Total	<u>1,934,380</u>	<u>2,592,620</u>	<u>2,799,412</u>	<u>1,551,876</u>

	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
Cumulative				
October	130,026	203,967	143,031	176,491
November	225,720	360,427	289,954	357,620
December	330,433	476,068	415,680	550,084
January	494,463	638,460	566,629	745,114
February	597,111	818,125	791,961	952,458
March	806,444	1,112,407	1,123,713	1,261,409
April	979,297	1,420,751	1,472,041	1,551,876
May	1,177,255	1,728,003	1,799,291	
June	1,365,857	1,934,131	2,125,016	
July	1,585,485	2,203,430	2,399,578	
August	1,782,604	2,388,619	2,621,233	
September	1,934,380	2,592,620	2,799,412	
Annual Budget Goal	<u>1,558,354</u>	<u>1,800,000</u>	<u>2,500,000</u>	<u>2,800,000</u>

Beach Parking - thru April 2026

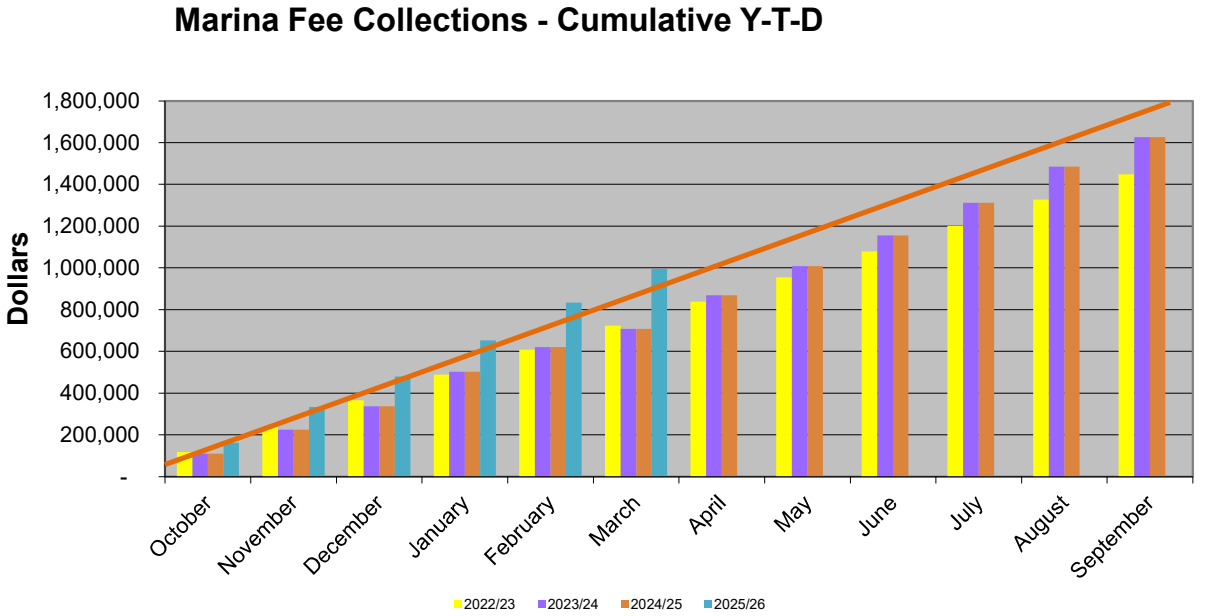
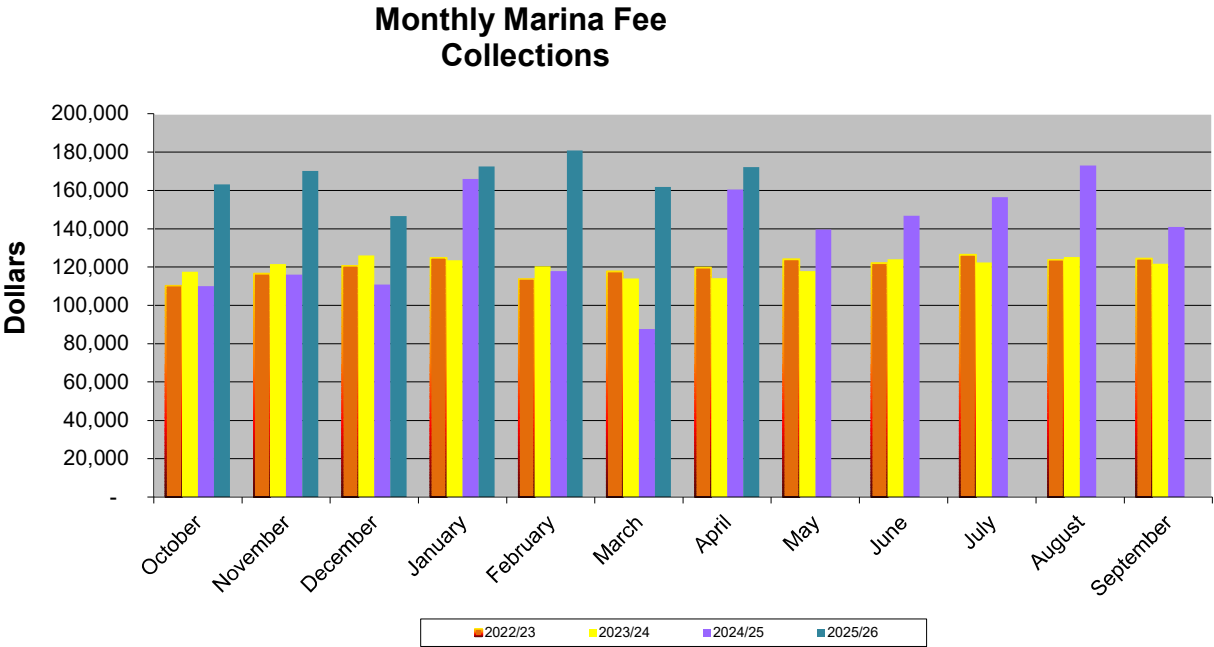


Marina Fee Collections

	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
Monthly				
October	110,239	117,540	110,024	163,130
November	116,542	121,509	116,103	170,190
December	120,621	126,034	110,921	146,650
January	124,885	123,519	165,987	172,559
February	113,849	120,277	117,936	180,972
March	117,710	114,070	87,682	161,778
April	119,728	114,246	160,478	172,193
May	124,138	117,832	139,718	
June	122,027	124,132	146,813	
July	126,485	122,421	156,561	
August	123,889	125,237	173,057	
September	124,369	121,769	140,959	
Total	1,444,481	1,448,584	1,626,236	1,167,473

	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
Cumulative				
October	117,540	110,024	110,024	163,130
November	239,049	226,127	226,127	333,320
December	365,082	337,048	337,048	479,970
January	488,602	503,035	503,035	652,529
February	608,878	620,970	620,970	833,502
March	722,948	708,652	708,652	995,280
April	837,194	869,130	869,130	
May	955,026	1,008,847	1,008,847	
June	1,079,158	1,155,660	1,155,660	
July	1,201,579	1,312,221	1,312,221	
August	1,326,815	1,485,278	1,485,278	
September	1,448,584	1,626,236	1,626,236	
Budget Goal	1,290,768	1,339,555	1,398,942	1,655,620

Marina Fees - thru April 2026



City of Dania Beach
Commercial Solid Waste Report FY 2025-2026
Payments Received

\$ 1,115,500.00

Waste Hauler						
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republic Services	Panzarella Waste & Recycling Services	Coastal Waste & Recycling	Waste Pro
						General Fund

Permit Application Fee	75.00	75.00	75.00	75.00	75.00	150.00
Annual Permit Fee	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00

Monthly Franchise

Oct	\$ 2,693.40	\$ -	\$ 9,909.41	\$ 1,496.38	\$ 7,657.03	\$ 21,756.22	*Waste Connections,Coastal, and Panzarella paid their Fees(\$806.25 each)
Nov	\$ 5,467.14	\$ 76,309.70	\$ 10,644.76	\$ 2,020.92	\$ 6,889.15	101,331.67	*Waste Management paid their Fees (\$806.25)
Dec	\$ 10,176.16	\$ -	\$ 8,631.78	\$ 1,466.90	\$ 7,290.86	27,565.70	*Waste Pro paid their Fees (\$862.50)
Jan	\$ -	\$ 41,071.06	\$ 9,566.05	\$ 1,844.27	\$ 8,234.22	60,715.60	*Republic paid their Fees (\$806.25)
Feb	\$ 24,695.06	\$ 41,543.72	\$ 11,516.70	\$ 1,542.91	\$ 9,001.81	88,300.20	
Mar	\$ 10,805.17	\$ -	\$ 11,673.39	\$ 1,409.98	\$ 8,328.40	32,216.94	
Apr	\$ 10,834.56	\$ 38,474.44	\$ 12,032.19	\$ 1,907.36	\$ 9,196.13	72,444.68	
May						-	
Jun						-	
Jul						-	
Aug						-	
Sep						-	
Total Mo. Franchise	\$ 64,671.49	\$ 197,398.92	\$ 73,974.28	\$ 11,688.72	\$ 56,597.60	\$ -	\$ 404,331.01

*Plus \$4,893.75

Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republic Services	Panzarella Waste & Recycling Services	COASTAL WASTE & RECYCLING INC	Solid Waste Fund
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Monthly Franchise

Oct	\$ 897.80	\$ -	\$ 3,303.14	\$ 498.80	\$ 2,552.35	\$ 7,252.09	*Waste Connections,Coastal, and Panzarella paid their Fees(\$268.75 each)
Nov	\$ 1,822.38	\$ 25,436.57	\$ 3,548.25	\$ 673.64	\$ 2,296.38	\$ 33,777.22	*Waste Management paid their Fees (\$268.75)
Dec	\$ 3,392.06	\$ -	\$ 2,877.26	\$ 488.97	\$ 2,430.29	\$ 9,188.58	*Waste Pro paid their Fees (\$287.50)
Jan	\$ -	\$ 13,690.36	\$ 3,188.69	\$ 614.76	\$ 2,744.74	\$ 20,238.55	*Republic paid their Fees (\$268.75)
Feb	\$ 8,231.70	\$ 13,847.91	\$ 3,838.90	\$ 514.30	\$ 3,000.60	\$ 29,433.41	
Mar	\$ 3,601.72	\$ -	\$ 3,891.13	\$ 469.99	\$ 2,776.14	\$ 10,738.98	
Apr	\$ 3,611.52	\$ 12,824.82	\$ 4,010.73	\$ 635.79	\$ 3,065.38	\$ 24,148.24	
May						\$ -	
Jun						\$ -	
Jul						\$ -	
Aug						\$ -	
Sep						\$ -	

Total Mo. Franchise	\$ 21,557.18	\$ 65,799.66	\$ 24,658.10	\$ 3,896.25	\$ 18,865.88	\$ -	\$ 134,777.07
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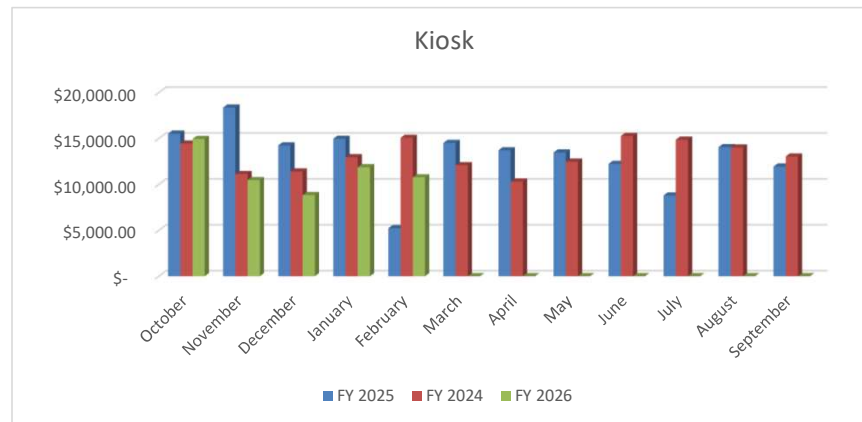
*Plus \$1,631.25

Total Receipts	\$ 87,303.67	\$ 264,273.58	\$ 99,707.38	\$ 16,659.97	\$ 76,538.48	\$ 1,150.00	\$ 545,633.08
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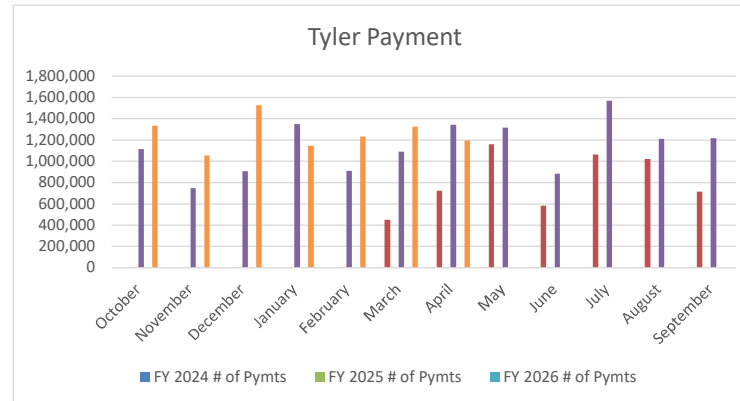
April 30, 2026 Capital Project Report										
Summary:										
									</	

Kiosk

	<u>FY 2025</u>	<u>FY 2024</u>	<u>FY 2026</u>
October	\$ 15,527.43	\$ 14,452.23	\$ 14,951.74
November	\$ 18,366.36	\$ 11,121.83	\$ 10,468.49
December	\$ 14,241.27	\$ 11,401.43	\$ 8,830.86
January	\$ 14,970.22	\$ 12,953.63	\$ 11,868.60
February	\$ 5,224.56	\$ 15,069.97	\$ 10,768.16
March	\$ 14,515.99	\$ 12,091.93	\$ -
April	\$ 13,719.58	\$ 10,302.51	\$ -
May	\$ 13,475.10	\$ 12,472.31	\$ -
June	\$ 12,233.19	\$ 15,266.47	\$ -
July	\$ 8,793.66	\$ 14,865.64	\$ -
August	\$ 14,057.62	\$ 14,014.91	\$ -
Septembe	\$ 11,940.57	\$ 13,041.75	\$ -

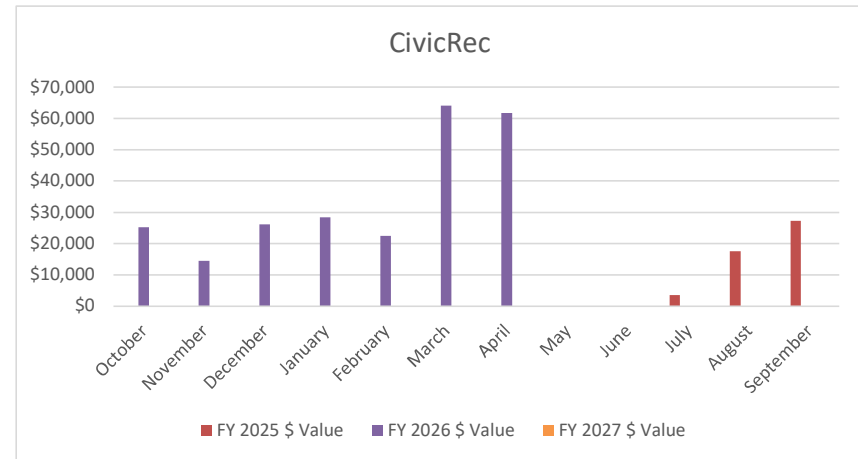


FY 2024			FY 2025		FY 2026	
	<u># of</u>		<u># of</u>		<u># of</u>	
	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October			31	\$1,115,216	31	\$1,336,433
November			30	\$749,206	31	\$1,055,446
December			31	\$908,920	31	\$1,528,340
January			31	\$1,351,246	31	\$1,144,280
February			28	\$911,799	28	\$1,233,464
March	31	\$448,959	31	\$1,090,436	31	\$1,324,172
April	30	\$724,743	30	\$1,343,615	30	\$1,196,049
May	30	\$1,159,841	31	\$1,315,746		
June	30	\$584,435	30	\$883,247		
July	31	\$1,062,320	31	\$1,569,315		
August	31	\$1,020,856	31	\$1,209,483		
September	30	\$715,255	30	\$1,218,265		

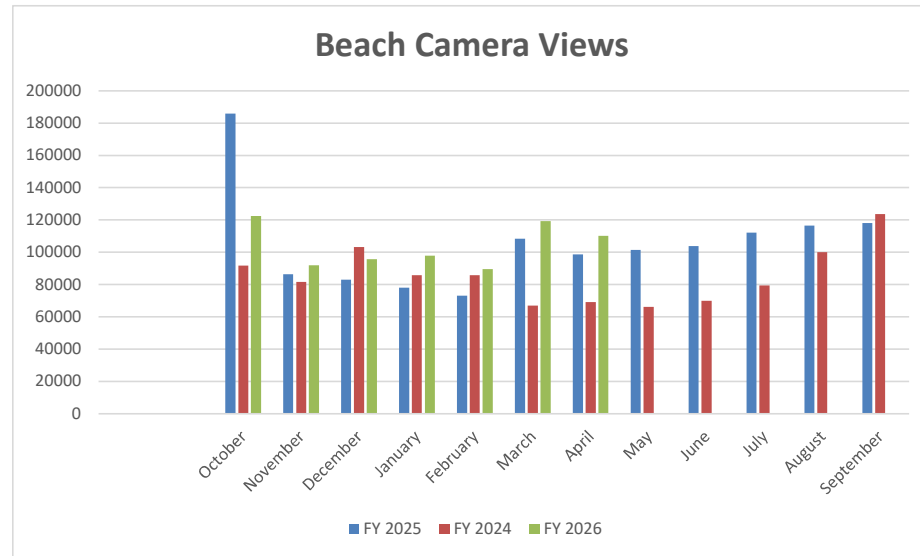


Report is Financial activity summary
Pull information from "Net Financial Activity"

	FY 2025		FY 2026		FY 2027	
	<u># of</u>		<u># of</u>		<u># of</u>	
	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October			674	\$25,309		
November			458	\$14,509		
December			531	\$26,163		
January			463	\$28,343		
February			433	\$22,381		
March			1,036	\$64,094		
April			622	\$61,768		
May						
June						
July	42	\$3,534				
August	394	\$17,567				
Septembe	604	\$27,269				

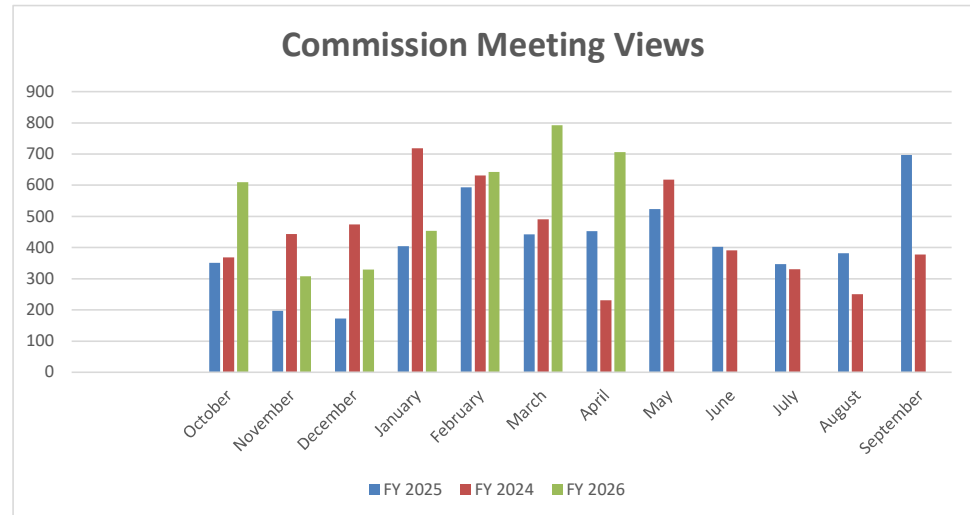


	FY 2025	FY 2024	FY 2026
October	185,800	91,738	122,400
November	86,300	81,622	91,900
December	83,000	103,235	95,700
January	78,000	85,760	97,800
February	73,100	85,861	89,400
March	108,200	67,008	119,300
April	98,600	69,102	110,300
May	101,300	66,040	
June	103,900	70,024	
July	112,100	79,388	
August	116,600	100,130	
September	118,000	123,562	



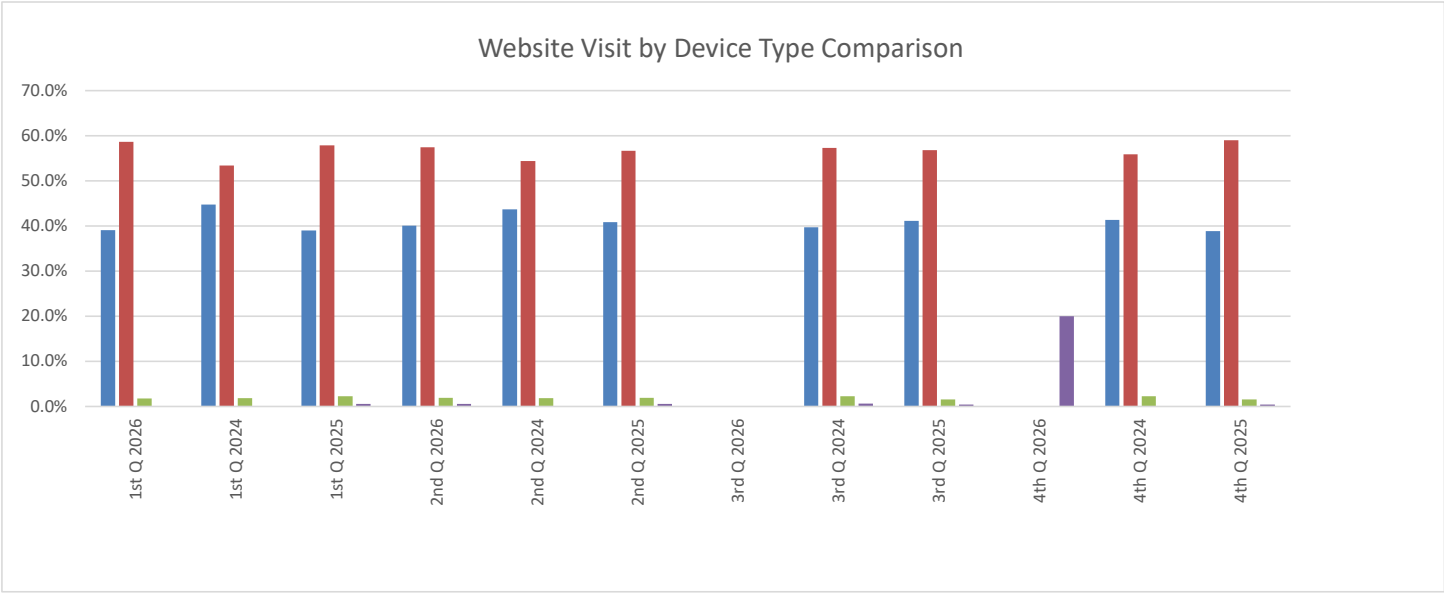
YouTube Channel
FY 2025 **FY 2024** **FY 2026**

October	351	369	610
November	197	444	309
December	173	475	329
January	404	719	454
February	594	632	643
March	442	491	793
April	453	231	706
May	524	618	
June	403	391	
July	347	331	
August	382	250	
September	697	378	

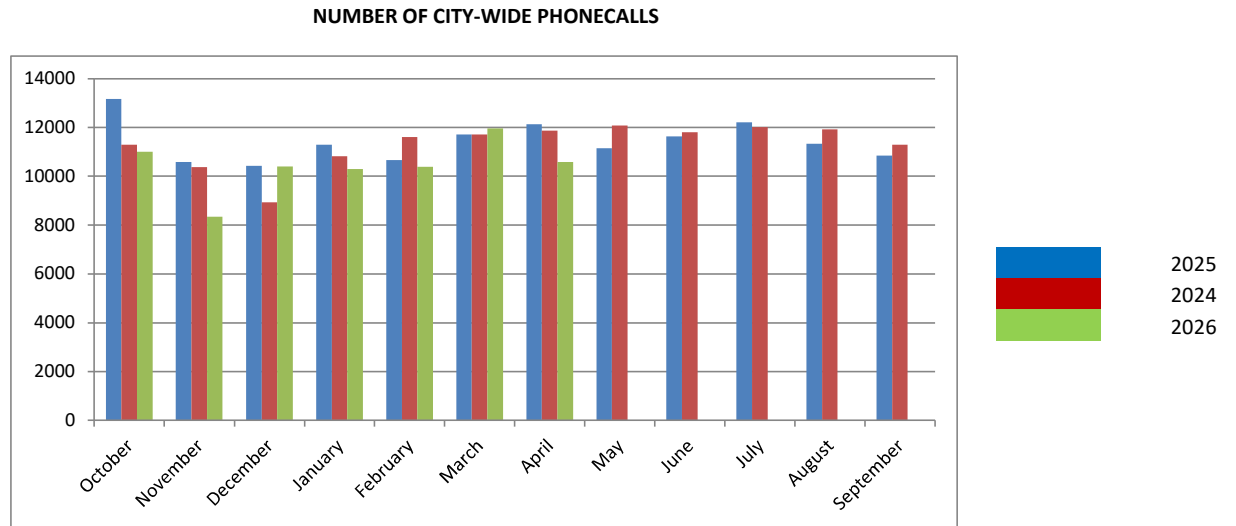


Website Visit by Device Type Comparison

	1st Q 2026	1st Q 2024	1st Q 2025	2nd Q 2026	2nd Q 2024	2nd Q 2025	3rd Q 2026	3rd Q 2024	3rd Q 2025	4th Q 2026	4th Q 2024	4th Q 2025
Desktop	39.1%	44.7%	39.0%	40.1%	43.7%	40.9%			39.7%	41.2%	41.4%	38.9%
Smartphone	58.7%	53.4%	57.9%	57.4%	54.4%	56.6%			57.3%	56.8%	55.9%	59.0%
Tablet	1.8%	1.8%	2.3%	1.9%	1.9%	2.0%			2.3%	1.5%	2.3%	1.6%
Other		0.0%	0.6%	0.6%	0.0%	0.5%	0.0%	0.7%	0.5%	20.0%	0.1%	0.4%



	<u>FY 2025</u>	<u>FY 2024</u>	<u>FY 2026</u>
October	13,174	11,286	11,003
November	10,591	10,370	8,344
December	10,419	8,932	10,399
January	11,291	10,820	10,292
February	10,664	11,612	10,378
March	11,721	11,703	11,961
April	12,138	11,869	10,584
May	11,151	12,087	
June	11,638	11,809	
July	12,211	12,019	
August	11,330	11,919	
September	10,853	11,293	



Business Tax Receipt Activity - April 2026

Out of Business/Inactive	# of BTRs	Dollar Amount
Allure Multiservice LLC	1	\$ 626.00
Piusi USA Inc	1	\$ 466.00
Total Out of Business/Inactive	2	\$ 1,092.00

New Approved Applications	# of BTRs	Dollar Amount
Aerpace Design Group Inc	1	\$ 236.25
Angelo Llanas	1	\$ 131.25
Allure Multi-Services LLC	1	\$ 572.50
VT Solutions Group	1	\$ 210.00
Asteria Beauty	1	\$ 520.00
Blue Tide Marine	1	\$ 677.50
Bushido Ryu Dojo Martial Arts LLC	1	\$ 480.63
Ceiling R Us Inc	1	\$ 677.50
Custom Marine Carpentry Inc	1	\$ 625.00
Delta Link Holdings	1	\$ 131.25
E & E Creative Designs LLC	1	\$ 651.25
F & G Real Estate Holdings LLC	1	\$ 236.25
Fathom Motorsports	1	\$ 520.00
Flaires LLC	1	\$ 677.50
Gary Diaz	2	\$ 126.00
Latvian Maple LLC	1	\$ 31.50
Metalox Minerals Corporation	1	\$ 646.25
Miryam Investments LLC	1	\$ 31.50
Moshe Zana & Albert Zana	1	\$ 31.50
Mya Ventures LLC	1	\$ 677.50
New York Infinite LLC	1	\$ 236.25
Nova Plantation Hotels LLC	1	\$ 236.25
Oak Street Investment Grade Net	1	\$ 236.25
One Nation Sneakers Inc	1	\$ 882.50
Piusi USA Inc	1	\$ 1,145.00
Prive International Inc	1	\$ 585.50
Reem Photography LLC	1	\$ 611.75
Repair Geeks LLC	1	\$ 520.00
South Florida Water and Mold Restoration Inc	1	\$ 677.50
Split Sea Enterprise	1	\$ 236.25
TG Multimedia Group	1	\$ 131.25
Timmey Basmatiah	1	\$ 451.25
Voglio Pizza	1	\$ 546.75
Wallpanels.US LLC	1	\$ 546.25
Warby Parker Inc	1	\$ 1,465.00
Total New Applications	36	\$ 16,398.88

BTR Status	# of BTRs	Total Dollar Amount
Open Renewals- Current Year	171	\$ 47,490.50
Paid Renewals	2,992	\$ 1,079,675.50
Total BTRs as of 04/30/2026	3,163	1,127,166.00 **

Miscellaneous Billing Invoice Aging Report

Aging Date 04/30/2026

Report By Invoice Type

Description		Current	1-30	31-60	61-90	90+	Total
Invoice Type - CEM - Cemetery							
# 4652 - Eric L Wilson	Reservation of Burial Plot	.00	.00	.00	.00	2710.00	2,710.00
# 5474 - Cokenya D West	Reservation of Burial Plot	.00	.00	.00	.00	250.00	250.00
# 4179 - AJ Manuel Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 5756 - Rahming Poitier Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	4750.00	4,750.00
# 5673 - Agape Funeral and Cremation	Reservation of Burial Plot	.00	.00	.00	.00	5040.00	5,040.00
# 3946 - Eric S George Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	700.00	700.00
# 5909 - Freeman Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 5924- Garcia Gimeno	Reservation of Burial Plot	.00	.00	.00	.00	200.00	200.00
# 5862 - Love and Grace Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	3360.00	3,360.00
# 4786 - Dillard Josephine	Reservaton of Burial Plot	.00	.00	.00	.00	200.00	200.00
Cemetery Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$20,390.00	\$20,390.00
Invoice Type - BULK Trash Pk Up - Notice of Violation							
	Bulk Trash Pickup	.00	780.00	.00	.00	18914.00	19694.00
Bulk Trash Pk Up		\$0.00	\$780.00	\$0.00	\$0.00	\$18,914.00	\$19,694.00
Invoice Type FA- False Alarm							
Miscellaneous FA Customers	BSO & Fire False Alarms	.00	.00	.00	.00	2,025.00	2,025.00
False Alarm Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$2,025.00	\$2,025.00
Invoice Type FI - Fire Inspection							
# 3065 - Keynorth Townhomes	Annual Inspection FY 11	.00	.00	.00	.00	1,700.00	1,700.00
# 3072 - Atlantis Management	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	7,800.00	7,800.00
# 1012 - Gulfstream Apts.	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	2,800.00	2,800.00
# 4466 - Meadowbrook Condo	Annual Inspection FY 13	.00	.00	.00	.00	1,000.00	1,000.00
# 4644 - Oakbridge Townhomes	Annual Inspection FY 14	.00	.00	.00	.00	4,000.00	4,000.00
Miscellaneous FI Customers	Annual & Re-Inspections	.00	.00	.00	.00	254,485.00	254,485.00
Fire Inspection Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$271,785.00	\$271,785.00
Invoice Type GR Federal - Grant Reimb. Federal Government							
# 6168 - Florida Dept. of Emergency	2023-00000004	.00	.00	.00	.00	3,240.50	3,240.50
# 6168 - Florida Dept. of Emergency	2023-00000005	.00	.00	.00	.00	45,331.22	45,331.22
# 6155 - Florida Dept of Emergency	2024-00000001	.00	.00	.00	.00	49,875.00	49,875.00
# 6168 - Florida Dept. of Emergency	2024-00000002	.00	.00	.00	.00	50,000.00	50,000.00
# 6168 - Florida Dept. of Emergency	2025-00000002	.00	.00	.00	.00	3,000.00	3,000.00
# 6168 - Florida Dept. of Emergency	2024-00000003	.00	.00	.00	.00	50,000.00	50,000.00
# 4051 - State of Florida	2025-00000006	.00	.00	.00	.00	500,000.00	500,000.00
Grant Federal Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$701,446.72	\$701,446.72
Invoice Type GR State - Grant Reimb. State of Florida							
# 962 - Florida Dept	2026-00000001	.00	.00	360,264.00	.00	.00	360,264.00
# 4051 - State of Florida Dept of	2023-00000003	.00	.00	.00	.00	332,500.00	332,500.00
# 4051 - State of Florida Dept of	2023-00000004	.00	.00	.00	.00	375,000.00	375,000.00
Grant Federal Totals		\$0.00	\$0.00	\$360,264.00	\$0.00	\$707,500.00	\$1,067,764.00
Invoice Type LM - Lake Maintenance							
Miscellaneous LM Customers	Lake Maintenance	.00	.00	.00	.00	275.36	275.36
Lake Maintenance Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$275.36	\$275.36
Invoice Type MS - Miscellaneous							
# 4647 - Palmetto Hospitality of Dania	Water Impact Fees	.00	.00	.00	.00	20,242.00	20,242.00
Misc. Customers	Misc. Customers	38,183.10	289,949.94	50.00	50.00	75,589.43	403,822.47
Miscellaneous Totals		\$38,183.10	\$289,949.94	\$50.00	\$50.00	\$95,831.43	\$424,064.47
Grand Totals							
Grand Totals		\$38,183.10	\$290,729.94	\$360,314.00	\$50.00	\$1,818,167.51	\$2,507,444.55

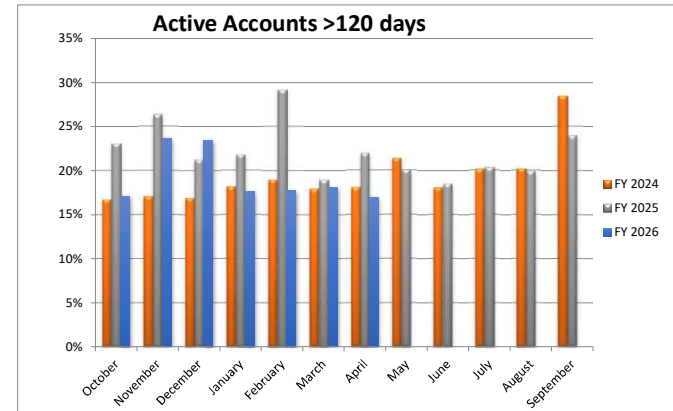
	Water Fund				Monthly Utility Account Activity			MISC	
	Building/ New Construction Activity				Delinquent Account Activity			New Accts	
	Water Impact Fee		Water Tap Fee		Delinquent		⁵	# per Month	Prior Yr.
	2025	2026	2025	2026	2025	2026	# of Accts		
Oct	44,966.16	12,456.00	3,125.00	-	3,010.00	2,785.00	557.00	43	45
Nov		-	1,557.00	-	2,890.00	3,155.00	631.00	44	35
Dec	19,168.00	7,785.00	1,550.00	-	2,103.20	1,915.00	383.00	42	59
Jan		1,557.00		1,450.00	3,846.56	3,390.00	678.00	54	40
Feb	26,469.00	1,557.00	1,450.00	1,450.00	3,540.00	1,625.00	325.00	56	55
Mar	3,114.00	1,557.00	2,900.00	2,900.00	2,899.76	3,780.00	756.00	69	40
Apr	3,114.00	14,793.00	4,550.00	7,550.00	2,685.00	2,605.00	521.00	60	57
May	1,557.00		1,450.00		2,560.00		-		67
Jun	-		9,435.00		2,990.00		-		54
Jul	-		-		2,945.00		-		57
Aug	-		-		2,930.00		-		48
Sept	-				3,330.00		-		39
Total	\$ 98,388	\$ 39,705	\$ 26,017	\$ 13,350	\$ 35,730	\$ 19,255	\$ 3,851	368	596

7% # of City's 4850 account became delinquent for this period

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

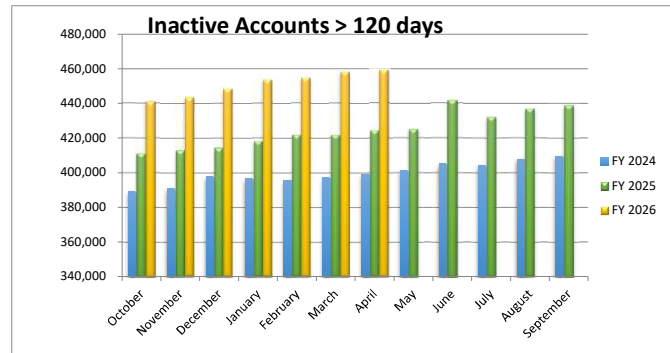
	FY 2024			FY 2025			FY 2026		
	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ
October	207,794	\$ 1,241,355	17%	286,955	\$ 1,243,012	23%	232,955	\$ 1,362,344	17%
November	216,614	1,267,676	17%	307,108	1,164,508	26%	238,052	1,003,628	24%
December	214,935	1,270,207	17%	278,087	1,308,024	21%	235,324	1,003,628	23%
January	220,340	1,211,794	18%	278,766	1,278,238	22%	245,181	1,392,744	18%
February	231,139	1,217,188	19%	263,943	903,782	29%	248,231	1,401,542	18%
March	235,434	1,310,333	18%	253,837	1,336,359	19%	239,919	1,328,426	18%
April	236,352	1,307,061	18%	261,377	1,190,163	22%	239,658	1,414,902	17%
May	262,509	1,229,203	21%	260,498	1,299,714	20%			
June	247,808	1,372,056	18%	249,600	1,347,560	19%			
July	261,459	1,298,366	20%	261,524	1,286,366	20%			
August	252,820	1,250,659	20%	262,031	1,315,852	20%			
September	360,091	1,263,892	28%	241,204	1,003,628	24%			
Annual Avg	\$ 245,608	\$ 1,269,983	19%	\$ 267,077	\$ 1,223,101	22%	\$ 239,903	\$ 1,272,459	19%



Active Account Graph: Billing data indicates delinquency rate on active accounts remain constant at an average of 1% of billings per month

INACTIVE ACCOUNTS

	FY 2024			FY 2025			FY 2026		
	>120 Past Due	>120 Past Due	% +/-	>120 Past Due	>120 Past Due	% +/-	>120 Past Due	>120 Past Due	% +/-
October	388,922	411,308	5%	441,066	441,066	7%			
November	390,867	413,066	5%	443,573	443,573	7%			
December	397,662	414,412	4%	448,343	448,343	8%			
January	396,459	418,252	5%	453,494	453,494	8%			
February	395,697	421,766	6%	454,476	454,476	7%			
March	397,067	421,614	6%	458,017	458,017	8%			
April	398,812	424,262	6%	458,967	458,967	8%			
May	401,076	425,057	6%						
June	405,003	441,615	8%						
July	404,194	432,075	6%						
August	407,690	436,935	7%						
September	409,329	439,047	7%						
Annual Avg	\$ 399,398	\$ 424,951	6%	\$ 451,134	\$ 451,134	6%			



City of Dania Beach

General Fund

Unassigned Fund Balance - - Contingency

Balance 10/1/25 (Audited)

(Uses) / Additions:

----- General Fund -----		
	<u>Contingency</u>	<u>Unassigned Fund Balance</u>
Balance 10/1/25 (Audited)	\$ 200,000	\$ 23,925,117
October	-	1,222,718
November	-	-
December	-	9,387
January	-	-
February	-	-
March	-	-
April	-	650,000
May	-	-
June	-	-
July	-	-
August	-	-
September	-	-
Sub-Total (Uses) / Additions	-	1,882,105
Sub-Total Available	200,000	25,807,222
<u>Other Considerations</u>		
GFOA/City Commission 25% Reserve		(20,939,710)
Estimate of Availability at 09/30/2026	\$ 200,000	\$ 4,867,512

#001-18-00-519-99-10
Contingency Account

Uses:

	Total
Oct	-
Nov	-
December	-
January	-
February	-
March	-
April	-
May	-
June	-
July	-
August	-
September	-
Balance Remaining	\$ 200,000

City of Dania Beach

General Fund

Analysis of
Fund Balance

	<u>Balance 10/1/25</u>	23,925,117	
Uses: <u>#389-90-01</u>			
October	1,222,718		Carryovers/P.O.'s etc.
November	-		
December	9,387		Beach Raker Services
January			
February	-		
March			
April	650,000		Hollywood Lawsuit
May	-		
June	-		
July	-		
August	-		
September	-		
Total Uses (Sources)	<u>1,882,105</u>		
Estimated Balance Available 09/30/26	<u>\$ 25,807,222</u>		
<u>Other Considerations</u>			
GFOA/City Commission 25% Reserve		(20,939,710) est.	
Estimate of Availability at 09/30/26	<u><u>4,867,512</u></u>		



MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, APRIL 28, 2026 - 7:00 P.M.

1. CALL TO ORDER/ROLL CALL

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

Present:

Mayor Joyce L. Davis
Vice-Mayor Marco A. Salvino, Sr.
Commissioner Lori Lewellen
Commissioner Luis Rimoli
Commissioner A. J. Ryan IV

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

City Attorney Boutsis read the statement of decorum.

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

3.1 Presentation to Chief Pellecer, Senior Leader Award - City Manager

City Manager Garcia presented an award to Fire Chief Pellecer and thanked him for his many years of dedicated service.

3.2 Request for Proclamation Approval:

- Mental Health Awareness Month - May 2026 - Sponsored by Mayor Davis
- Water Reuse Week - May 17-23, 2026 - Sponsored by Mayor Davis
- National Safe Boating Week - May 16-22, 2026 - Sponsored by Mayor Davis

- Principal Michael V. Billins, Dania Elementary – National Principals’ Day – May 1, 2026 – Sponsored by Mayor Davis

There was consensus to approve the proclamation requests.

4. PROCLAMATIONS

- 4.1 Turquoise Takeover Week — May 4-10, 2026 — Sponsored by Commissioner Lewellen

Commissioner Lewellen read the proclamation.

- 4.2 Child Abuse Prevention Month — April 2026 — Sponsored by Commissioner Rimoli

Commissioner Rimoli read the proclamation.

- 4.3 Water Conservation Month — April 2026 — Sponsored by Mayor Davis

Mayor Davis read the proclamation.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

City Manager Garcia presented her administrative report and touched on the following:

- Introduction of new Public Services Director Oscar Vasquez
- Take Your Child to Work Day Event
- Arbor Day Tree Giveaway
- Earth Day Beach Cleanup
- Police and Fire Pension Contribution
- Marketing and Communication to the community regarding city events and facilities
- Procurement Training for senior leaders
- Summer camp
- Chester Byrd Park in full design mode
- Lucky Fish lighting
- Appreciation to city staff

5.2 City Attorney

City Attorney Boutsis commented on the bill update she provided to the Commission.

5.3 City Clerk - Reminders

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

- May 12, 2026 CRA Board Meeting - 6 p.m.
- May 12, 2026 City Commission Meeting - 7 p.m.

- May 26, 2026 City Commission Meeting - 7 p.m.

6. PUBLIC SAFETY REPORTS

Captain Tarala reported the unexpected passing of Lieutenant Taji Parrish and shared upcoming memorial service information. He also highlighted a recent meeting with local religious leaders to discuss safety and community needs, noting appreciation for the city's support and that members feel safe in Dania Beach. Additionally, he provided public safety updates, including narcotics arrests near Chester Byrd Park, arrests tied to a stolen vehicle and armed burglaries through the city's license plate reader program, and an arrest during homeless outreach involving ordinance violations and resisting arrest.

Fire Chief Pellecer reported on fire and medical calls received over the last month, advanced cardiac life support training and basic life support training for fire inspectors, and hurricane preparedness. He urged residents to begin preparing now before the arrival of hurricane season on June 1st.

7. CITIZENS' COMMENTS

The following spoke under citizen's comments:

- Kayri Pozo – 75 Park Ave. East
- William Jones – 75 Park Ave.
- Robert Kirchgraber – 2725 Treasure Cove Circle
- Dr. Nancy Greenbarg – 337 SE 7th Street
- Shawn DeRosa – 408 SE 5th Street

8. CONSENT AGENDA

Commissioner Lewellen made a motion to approve the consent agenda minus item 8.8. The motion was seconded by Commissioner Rimoli which carried unanimously on voice vote.

- 8.1 Minutes: April 14, 2026 City Commission Meeting Minutes

Approved under consent agenda.

- 8.2 Travel Requests: None.

- 8.3 RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING APPROVAL OF DEDUCTIVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH VEIT NATIONAL CORPORATION FOR THE SANITARY SEWER INFLOW AND INFILTRATION (I&I) PROJECT; REDUCING THE CONTRACT AMOUNT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

Approved under consent agenda.

8.4 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE BROWARD SHERIFF'S OFFICE, FOR MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES IN ORDER TO REDUCE THE AMOUNT OF FIRE INSPECTORS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (City Manager)

Approved under consent agenda.

8.5 RESOLUTION NO. 2026-_____

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

Approved under consent agenda.

8.6 RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REALLOCATION OF FUNDING FROM THE CW THOMAS PARK IMPROVEMENTS BUDGET TO THE PJ MELI AQUATIC COMPLEX IMPROVEMENTS BUDGET TO COVER THE COST OF DRC REVIEW OF THE DESIGN IN THE AMOUNT OF FOURTEEN THOUSAND ONE HUNDRED AND TWENTY DOLLARS (\$14,120.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Parks and Recreation)

Approved under consent agenda.

8.7 Approval to Reschedule September Commission Meeting Dates for Budget Hearings
- City Clerk

Approved under consent agenda.

8.8 RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A THIRD AMENDMENT TO THE LICENSE AGREEMENT WITH RITA CROCKETT BEACH SPORTS ACADEMY (RCBSA) TO MODIFY THE PAYMENT TERMS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Parks and Recreation)

City Attorney Boutsis read the title of the resolution.

Deputy City Manager Sosa-Cruz provided an explanation of the amendment and clarified that the \$250,000.00 amount is not changing.

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

9. BIDS AND REQUESTS FOR PROPOSALS

None.

10. QUASI-JUDICIAL HEARINGS

10.1 RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-035-25) AND MINOR DEVIATION (OT-017-26) FOR THE APPLICANT DANIA LIVE 1748 II, LLC, FOR THE PROPERTIES LOCATED AT 1730-1766 POINTE BLVD, 1731-1757 POINTE BLVD, 101 BRYAN RD AND N COMPASS WAY, WITHIN 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 resolution and swore in anyone wishing to testify on the item and asked for any disclosures from the Commission and there were none.

Planning and Zoning Manager Viviana Batista introduced the item.

Mayor Davis stated that this is a public hearing and opened the floor to public comments and there were none.

Commissioner Lewellen inquired about parking and Planning and Zoning Manager Viviana Batista responded that parking calculations were provided and they met the required criteria for the garage and on North Compass Way. The garage will supply the parking needs for both residential and commercial uses.

Commissioner Rimoli raised concerns about the parking and asked whether the new buildings would include any on-site parking, noting that parking in the area is already difficult. He questioned how existing parking could accommodate both residents and commercial uses, specifically asking how many parking spaces would be reserved for visitors, customers, and the public in addition to spaces allocated to residents.

Liz Somerstein from Dennis Mele's office responded that there will be 245 parking spaces dedicated to residential use. Parking is calculated on a citywide basis for Dania Pointe, and after accounting for both residential and commercial demand, the development is projected to result in 391 extra parking spaces throughout Dania Pointe. The development will have the dedicated space for residential parking, in addition to the increased parking that is being added along

Compass Road and as well as the remaining parking spaces that are available in Dania Pointe. A parking demand study was conducted, the parking and amount of space required under city code were reviewed and they met the guidelines and exceeded what was needed in Dania Pointe.

Mayor Davis asked Ms. Somerstein if there was anything else she would like to add and Ms. Somerstein stated that the applicant agreed with 16 of the 17 proposed conditions of approval but requested modifications to Condition No. 3 regarding LEED certification. She explained that obtaining formal LEED certification before issuance of the certificate of occupancy is not feasible because construction must be completed and documentation submitted first. She requested that the condition be revised to allow submission of the certificate of occupancy as soon as it is received. She also asked that the condition requires pursuit of LEED certification, rather than specifically LEED Gold, since certification standards can change and the project could potentially qualify for a lower level such as Silver despite good-faith efforts to achieve Gold.

City Attorney Boutsis asked staff to identify revisions made in the updated resolution and to comment on whether staff supported the applicant's requested revision to Condition 10.3.

Deputy Director of Community Development Corinne Lajoie responded that staff was comfortable with the applicant not being required to achieve LEED Gold status and proposed that the applicant submit scoring and ranking documentation before the certificate of occupancy to demonstrate progress toward certification. She agreed that obtaining the certification could happen after the certificate of occupancy is issued.

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

10.2 RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-022-20MOD3), SUBMITTED 2750 GRIFFIN HOLDINGS LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP AND 2700 GRIFFIN HOLDINGS LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP, FOR PROPERTIES LOCATED AT 2750 GRIFFIN ROAD, 4901 SW 27 TERRACE AND 4880 SW 28 AVENUE IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.(Community Development)

The Commission recessed at 8:34 p.m. for 5 minutes. The meeting was reconvened at 8:40 p.m.

This item was taken with item 12.2.

Commissioner Lewellen made a motion to approve the item with the amendments as stated. The motion was seconded by Commissioner Rimoli which carried 4-1 with Commissioner Lewellen, Commissioner Rimoli, Commissioner Ryan and Vice Mayor Salvino voting yes and Mayor Davis voting no.

11. FIRST READING ORDINANCES

None.

12. SECOND READING ORDINANCES

12.1 ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28 “LAND DEVELOPMENT CODE”; ARTICLE 110, ENTITLED “USE REGULATIONS FOR COMMERCIAL AND MIXED-USE DISTRICTS”, AT SECTION 110-20 ENTITLED “LIST OF PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES” TO ELIMINATE MIXED-USE DISTRICTS FROM THE TABLE; ALSO AMENDING SECTION 110-190, ENTITLED “USES SUBJECT TO MINIMUM SEPARATION DISTANCES” TO INCLUDE KAVA AND VAPE SALES DISTANCE REQUIREMENTS; AND AMENDING SUBPART 1, ENTITLED “COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS”, ARTICLE 302, ENTITLED “DETAILED USE REGULATIONS”, AT SECTION 302-10, ENTITLED “PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES” IN ORDER TO ESTABLISH ONE PERMITTED USE TABLE FOR THE CRA FORM-BASED ZONING DISTRICTS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of the ordinance.

Deputy Director of Community Development Corinne Lajoie introduced the item.

Mayor Davis stated that this is a public hearing and opened the floor to public comments and there were none.

Commissioner Llewellyn questioned if the issue regarding restaurants has been addressed and Deputy Director Lajoie responded that she was correct in that, within the CRA, a rule allowing reduced distance separation applies when businesses serve food. However, outside the CRA, any establishment selling alcohol, including restaurants, must still follow a 1,000-foot separation requirement. In response to concerns raised by the Commission during the first reading, they are proposing a text amendment to fix the issue, which they plan to bring forward in June.

Commissioner Lewellen made a motion to approve the item. The motion was seconded by Vice Mayor Salvino which carried 5-0 on roll call vote.

12.2 ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE APPLICATION REQUEST (RZ-034-24, MADE BY ROD A. FEINER, ESQ., ON BEHALF OF 2700 GRIFFIN HOLDINGS LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP FOR PROPERTIES GENERALLY LOCATED AT 4901 SW 27th TERRACE AND 4880 SW 28th AVENUE IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS

ATTACHED TO THIS ORDINANCE; TO REZONE THE PROPERTIES FROM TWO-FAMILY RESIDENTIAL DISTRICT (RD-8000) AND SINGLE-FAMILY 6000 RESIDENTIAL (RS-6000) TO PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD-1), SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Community Development)

This item was taken with item 10.2.

City Attorney Boutsis read the title of the resolution and swore in anyone wishing to testify on the item and asked for any disclosures from the Commission. Mayor Davis commented that she had communications with the residents and can remain impartial, Commissioner Lewellen commented that she had communications with the residents and the developer's representative and can remain impartial, and Commissioner Ryan commented that he had communications with residents and can remain impartial.

Deputy Director of Community Development Corinne Lajoie introduced the item.

Attorney Rod Feiner representing the applicant spoke and stated that the applicant agreed to all of the conditions of approval. He explained that the revised site plan was substantially modified in response to resident concerns, including relocating the pool, adding 18 on-site parking spaces, increasing landscaping buffers, preserving trees, and addressing lighting to prevent spillover onto neighboring properties. He also outlined additional voluntary measures, including private trash collection for the clubhouse, installation of bollards to prevent illegal parking, directional signage to reduce traffic confusion, and installation of more mature landscaping for enhanced buffering. He stated the project adds amenities only, with no new residential units or additional traffic generation.

Mayor Davis opened the floor for public comments and the following spoke:

- Alina Yllanes – 4937 SW 27th Terr.
- Chandi Chisti – 5105 SW 27th Terr.
- Kevin P. Finger – 5117 SW 28th Ave.
- Jennifer Stewart – 4891 SW 28th Ave.
- Kirsty Forgie – 5111 SW 27th Terr.
- Nancy Greenbarg – 337 SE 7th St.
- Colman Ryan – 348 S Federal Hwy.
- Dr. Nancy Greenbarg – 337 SE 7th Street
- Robert Kirchgraber – 2725 Treasure Cove Dr.

Commissioner Rimoli expressed concern that landscaping alone along 27th Terrace would not prevent people from parking nearby and walking through the vegetation. He suggested adding a chain-link fence as proposed by a resident to better restrict access and also asked whether lighting could be dimmed.

Attorney Feiner agreed to the addition of a black vinyl chain-link fence with landscaping along 27th Terrace and stated that light shields could be added to direct lighting onto the property and reduce glare.

Commissioner Lewellen questioned enforcement of conditions and City Attorney Boutsis confirmed that all conditions of approval must be satisfied before permits or a certificate of occupancy could be issued. She spoke about drainage concerns in the neighborhood, project signage, and prior public engagement. She noted that many neighborhood concerns appeared related to the existing building rather than the proposed amenities and acknowledged that previous community meetings resulted in project modifications.

Attorney Feiner responded that they would work with staff regarding signage and explained that drainage issues would be addressed through engineering review and confirmed the project had undergone extensive prior public outreach and revisions.

Commissioner Ryan asked for clarification regarding tree preservation and mitigation, zoning limitations, whether a place of worship would be permitted, and whether rezoning had previously been considered while code violations existed on a property.

Attorney Feiner explained that tree relocation is overseen by both the project arborist and the city arborist, following required procedures and discussed which trees would remain, be relocated or removed.

Deputy Director Lajoie confirmed from the landscape plan that 12 trees would remain, including six live oaks, with a sea grape being relocated and identified the trees proposed for removal.

Commissioner Ryan asked whether the proposed zoning would permit a place of worship and sought clarification on the distinction between a prayer circle and a formal house of worship. He also questioned whether rezoning had previously been approved while unresolved code violations existed on a property.

Deputy Director Lajoie clarified that PRD zoning does not permit houses of worship as a primary use and explained that the site plan identifies the structure as a clubhouse, and a formal place of worship would violate the approved site plan.

Attorney Feiner stated that occasional prayer gatherings may occur at the clubhouse but that it is not intended to function as a synagogue or formal house of worship. He explained there are no membership fees are charged and that the primary use would be as a clubhouse primarily serving the pool.

Deputy Director Lajoie noted that the city has previously approved variances or site plan modifications while code violations existed if the approvals would allow the violations to be cured, though not specifically in the context of rezoning.

Mayor Davis noted that the videos and photos presented show that people from the community are regularly visiting the clubhouse, which appears to violate the approved site plan. There is a flyer advertising a \$36 charge, suggesting that money is being exchanged for events or dinners at the clubhouse. Combined with the high amount of traffic and parking issues documented by residents. It is obvious regular events are taking place. She expressed concern that these activities are being described as something else, despite clear evidence to the contrary.

Attorney Feiner responded that the property owner instructed the rabbi not to charge fees, sent cease-and-desist letters to websites advertising the property as a worship venue, and posted notices stating the property is not a formal house of worship. Added that future site changes, including additional parking and removal of access points, would help address neighborhood concerns. He added that if violations continue, legal action or revocation of access privileges could occur.

Vice Mayor Salvino said the proposed plans generally appear acceptable, but emphasized ongoing public trust concerns due to prior code and compliance issues. He questioned whether the clubhouse will function as a true communal amenity if bedrooms remain and raised concerns about potential conflicts over use of the space, parking enforcement, and prior operational issues. He supported allowing after-the-fact permitting for the fence rather than requiring removal and showed support for the developer and project overall but stressed that future violations would be aggressively enforced by the City.

Attorney Feiner explained the rear area improvements are intended to provide tenant amenities and additional restaurant parking to reduce street parking impacts. He discussed interior renovations and agreed they would get rid of the bedrooms. He stated all residents would have equal access to the facility and property management would oversee operations. He acknowledged concerns raised by the Commission and residents and committed to relaying them to the developer. He explained the fence was installed after hurricane damage as a buffer before permits were finalized.

Mayor Davis agreed that the project has potential and could become a positive development but expressed concern over continued mistrust between residents and the developer. She noted the developer had previously demonstrated greater collaboration and responsiveness on earlier projects. She advised that residents fear losing leverage once approvals are granted and questioned whether promised operational changes would actually be enforced. She commented that the process feels rushed and suggested the developer demonstrate compliance and trustworthiness before moving forward.

City Attorney Boutsis provided the legal definition of a “place of worship,” stating it must be a building or structure owned or used by a religious organization primarily for worship, religious training, or related educational purposes, including accessory uses such as daycare and further clarified that worship must be the primary use of the property.

Vice Mayor Salvino made a motion to approve the item. The motion was seconded by Commissioner Lewellen which carried 3-2 on roll call vote with Commissioner Lewellen, Commissioner Rimoli, and Vice Mayor Salvino voting yes and Commissioner Ryan and Mayor Davis voting no.

12.3 ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 2, ENTITLED “ADMINISTRATION”, OF THE CITY’S CODE OF ORDINANCES; TO CREATE ARTICLE XII, ENTITLED “CONFLICT OF INTEREST AND CODE OF ETHICS”; TO CREATE SECTION 2-300 ENTITLED “CONFLICT OF INTEREST AND CODE OF ETHICS ORDINANCE”; PROVIDING FOR

CONFLICTS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Commissioner Lewellen)

City Attorney Boutsis read the title of the ordinance.

Mayor Davis stated that this is a public hearing and opened the floor to public comments and there were none.

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

13. DISCUSSION AND POSSIBLE ACTION

13.1 Sponsor — Broward County PBA, Officer of the Year Banquet — Sponsored by Commissioner Ryan

Commissioner Ryan introduced the item.

Chief Tarala confirmed that it will be awarded to a Dania Beach officer.

There was consensus from the Commission for \$100.00 from each Commissioner's personal contingency accounts.

13.2 RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING, AFTER PUBLIC HEARING, THE CITY COMMISSION TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH THE CITY MANAGER, CANDIDO SOSA-CRUZ; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (City Attorney)

City Attorney Boutsis read the title of the resolution.

Mayor Davis stated that this is a public hearing and opened the floor to public comments and there were none.

Mayor Davis commented that overall, she supports the city manager's contract and expresses confidence in Candido's ability to succeed in the role. However, she raises a specific concern with Section Six of the contract regarding performance evaluations and would like mandatory, documented annual evaluations for the city manager and city attorney to align with the contract term for accountability and transparency.

Commissioner Lewellen asked Chief Human Resources Officer Linda Gonzalez for her expertise on evaluations and annual evaluations at the executive level. Chief Human Resources Officer Linda Gonzalez responded that executive evaluations are often handled differently, and the concept of evaluations is fluid and has changed over time. Best practice favors continuous feedback and regular communication instead of formal annual reviews. Yearly evaluations can

be ineffective or biased, and ongoing conversations about performance are a better way to keep executives informed, accountable, and motivated.

Each commissioner spoke on the topic of executive evaluations, discussing whether ongoing day-to-day feedback or formal annual reviews are the most effective approach for accountability, performance management, and good governance. The discussion reflected differing perspectives on balancing continuous communication with the value of documented evaluations and transparency.

Vice Mayor Salvino made a motion to approve the item. The motion was seconded by Commissioner Lewellen which carried 5-0 on roll call vote.

13.3 RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO SELECT AN ARTIST AND AUTHORIZATION TO PROCEED WITH TOP THREE (3) ARTISTS FOR THE AMERICA 250 CITY ART POSTER PROJECT AND MURAL AT 401 STIRLING ROAD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Boutsis read the title of the resolution.

Director of Community Development Eleanor Norena introduced the item and the Commission conferred regarding the designs.

Vice Mayor Salvino and Commissioner Lewellen selected design #3.

Commissioner Ryan, Commissioner Rimoli and Mayor Davis selected design #1.

There was Commission consensus for design #1 for the poster and mural.

13.4 Opportunity Zone Designation - Sponsored by Mayor Davis

Mayor Davis explained that she received correspondence from Broward County Commissioner Beam Furr regarding a time-sensitive opportunity for Dania Beach to participate in the Opportunity Zone designation process and introduced the item for commission consideration.

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

14. APPOINTMENTS

14.1 Board Appointments:

- Dania Beach Housing Authority Board - Mayor Davis
- Marine Advisory Board - Commissioner Rimoli

Mayor Davis had no appointment to the Dania Beach Housing Authority Board.

Commissioner Rimoli appointed Rick Buckner to the Marine Advisory Board. There was consensus from the Commission.

City Clerk Riera noted there have been several absences on the Education Advisory Board and the board has been unable to establish quorum for many months. The Commission was provided with the board attendance for the period of October 2025 through April 2026.

Commissioner Ryan removed Abby Martinez for non-attendance and appointed Dale Miller to the board.

Vice Mayor Salvino removed Samantha Bostwick for non-attendance and appointed Serena Bravo to the board.

Commissioner Lewellen removed Lorraine Reed for non-attendance and appointed Diana Fahmie to the board.

There was consensus from the Commission for all three appointments.

15. COMMISSION COMMENTS

15.1 Commissioner Lewellen

Commissioner Lewellen noted that her contact from Lung Force was not present due to a death in the family, but she will be seeing her at a future event and will present the proclamation to her then. She addressed the public and explained that public comment periods are intended for residents to express concerns, provide feedback, or offer compliments, but are not designed for back-and-forth debate between the Commission and the public. She noted that commissioners often address concerns outside meetings through calls, emails, and separate discussions. She cautioned the public about misinformation circulating online and on social media, encouraging residents to verify claims by watching meetings, attending in person, or contacting city officials directly. She emphasized the importance of communication and clarification to maintain a positive relationship between the city and residents.

15.2 Commissioner Rimoli

Commissioner Rimoli echoed Commissioner Lewellen's remarks regarding misinformation on social media, noting that inaccurate online posts about a purportedly approved 20-story building caused unnecessary public concern. He encouraged residents to contact commissioners directly for accurate information and stated that no major project would be approved without public input and the required public process.

He reported attending the TransitFORWARD 2040 Vision meeting conducted by Bean Furr, where South Florida transportation challenges and potential solutions such as light rail and expanded transit services were discussed. He encouraged everyone to go to Broward.org and review the presentation and he thanked Beam Furr for taking the lead on such an important issue.

15.3 Commissioner Ryan

Commissioner Ryan said it is surreal that this is City Manager's second to last meeting and wished her well in her future endeavors. He commented that he is looking forward to the future, noting the City is in good hands. He expressed appreciation to those present and staff.

15.4 Vice-Mayor Salvino

Vice Mayor Salvino had no comments.

15.5 Mayor Davis

Mayor Davis thanked residents, volunteers and staff for a highly successful Earth Day event. She spoke of the upcoming Earth Day Art Contest and highlighted attendance at the United Way of Broward County gala, where city representatives filled a table in support of the organization. She expressed appreciation to those who participated and encouraged continued community collaboration and achievement of shared goals.

16. **ADJOURNMENT**

Mayor Davis adjourned the meeting at 10:57 p.m.

ATTEST:

CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

Approved:



MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, MAY 12, 2026 - 7:00 P.M.

1. CALL TO ORDER/ROLL CALL

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

Present:

Vice-Mayor Marco A. Salvino, Sr.
Commissioner Lori Lewellen
Commissioner Luis Rimoli
Commissioner A. J. Ryan IV

City Manager Ana M. Garcia, ICMA-CM
City Attorney Eve Boutsis
City Clerk Elora Riera, MMC

Absent:

Mayor Joyce L. Davis

Commissioner Lewellen made a motion to excuse the absence of Mayor Davis. The motion was seconded by Commissioner Rimoli which carried unanimously on voice vote.

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

City Attorney Boutsis read the statement of decorum.

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

3.1 Earth Day Artwork Competition Winners — Sponsored by Mayor Davis

- Overall Winner - Olsen Middle School - Sarah Lynn D'Haiti
- Dania Beach Parks & Recreation Centers - P. J. Meli Park
- Dania Elementary School - Melissa Kiuberis

Vice Mayor Salvino read comments into the record from Mayor Davis and her regrets for not being in attendance to present the awards.

Awards were distributed to the winners.

3.2 Honoring a Remarkable Career: Ana M. Garcia's Retirement

This item was taken after the consent agenda.

City Manager Garcia was recognized for her years of service and dedication to the city. Former and current colleagues and former elected officials spoke about City Manager Garcia and shared kind words and memories.

3.3 City Commission Recognition of the Distinguished Service and Retirement of City Manager, Ana M. Garcia — Sponsored by Commissioner Lewellen

The Commission each spoke and said kind words about City Manager Garcia.

Commissioner Lewellen introduced the item and the Commission presented City Manager Garcia with a key to the city.

City Manager Garcia spoke and thanked everyone for their kind words and memories and time spent working together and for a memorable career.

3.4 Broward Solid Waste Authority - Master Plan and Facilities Amendment — Sponsored by Commissioner Ryan

This item was taken after item 3.1.

Commissioner Ryan introduced the item. Interim Executive Director of the Solid Waste Authority Sam May presented to the Commission on the master plan.

4. PROCLAMATIONS

4.1 Mental Health Awareness Month — May 2026 — Sponsored by Mayor Davis

This item was taken after item 3.3.

Commissioner Lewellen read the proclamation into the record and presented the proclamation.

4.2 Water Reuse Week — May 17–23, 2026 — Sponsored by Mayor Davis

Commissioner Rimoli read the proclamation into the record and presented the proclamation.

4.3 National Safe Boating Week — May 16–22, 2026 — Sponsored by Mayor Davis

Commissioner Ryan read the proclamation into the record and presented the proclamation.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

City Manager Garcia spoke about her tenure with the city and all of the highs and lows the city have overcome and how grateful she is to have worked with such an amazing team and that she is truly grateful for everyone.

5.2 City Attorney

City Attorney Boutsis said some kind words to City Manager Garcia and thanked her for her friendship and years of working together.

5.3 City Clerk - Reminders

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

- May 26, 2026 City Commission Meeting - 7 p.m.
- June 9, 2026 CRA Board Meeting - 6 p.m.
- June 9, 2026 City Commission Meeting - 7 p.m.

City Clerk Riera took a few moments to recognize Deputy City Clerk Erin McClendon and Records Specialist Kayla Michelin for Municipal Clerks week and thanked them for their hard work and dedication and that she is fortunate to work alongside them.

6. PUBLIC SAFETY REPORTS

Captain Tarala commented that the crime has decreased by 20% and the police department wouldn't have been able to accomplish what they have if it weren't for the support of City Manager Garcia.

Captain Tarala reported about police related incidents and arrests that took place over the last few weeks.

Fire Chief Pellecer spoke about memories that accomplishments that the fire department were able to accomplish with the support of City Manager Garcia.

Fire Chief Pellecer reported about fire related incidents and safety awareness measures for residents to take.

7. CITIZENS' COMMENTS

The following spoke under citizens' comments:

- Shawn DeRosa – 408 SE 5th Street
- Andrei Salianik – 76900 N Bay Road, Apt. 2407

8. CONSENT AGENDA

This item was taken after item 3.4.

Commissioner Ryan made a motion to approve the consent agenda. The motion was seconded by Commissioner Lewellen which carried unanimously on voice vote.

8.1 Minutes: January 14, 2025 City Commission Meeting

Approved under consent agenda.

8.2 Travel Requests: None.

8.3 RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE EPA COMMUNITY GRANT PROJECT FOR THE HIGH SERVICE PUMP AND DRIVE REPLACEMENT PROJECT, WHICH IS A CRITICAL COMPONENTS OF THE CITY'S WATER DISTRIBUTION SYSTEM; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE APPLICATIONS AND RELATED DOCUMENTS; PROVIDING FOR ACCEPTANCE OR DECLINATION OF AWARDS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

Approved under consent agenda.

8.4 RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, APPROVING THE FIRST AMENDMENT (THE FACILITIES AMENDMENT) TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; AUTHORIZING THE APPROPRIATE OFFICIAL TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT; AUTHORIZING THE CITY CLERK TO PROVIDE A COPY OF THIS RESOLUTION AND THE EXECUTED FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER PROVIDING FOR AN EFFECTIVE DATE. (Commissioner Ryan)

Approved under consent agenda.

8.5 RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CALLING FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE PURPOSE OF ELECTING TWO CITY

COMMISSIONERS TO SERVE FOUR YEAR TERMS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (City Clerk)

8.6 RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES PROVIDED BY WGI, INC. FOR THE CITY HALL ROOF IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-ONE THOUSAND DOLLARS (\$131,000.00); AUTHORIZING THE CITY MANAGER TO EXECUTE A WORK ORDER PURSUANT TO THE CITY'S CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES; PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

8.7 RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CORRECTED LOCAL AGENCY PROGRAM (LAP) AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR CONSTRUCTION PHASE FUNDING FOR THE NW 1ST STREET COMPLETE STREETS / PEDESTRIAN CONNECTIVITY PROJECT FROM BRYAN ROAD TO STATE ROAD 5 / US-1; ACCEPTING FDOT FUNDING IN AN AMOUNT NOT TO EXCEED TWO MILLION SIX HUNDRED FORTY-ONE THOUSAND NINE HUNDRED THIRTY-SEVEN DOLLARS (\$2,641,937.00.00); REIMBURSABLE GENERAL FUND APPROPRIATION OF TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) AUTHORIZING THE CITY'S REQUIRED LOCAL CONTRIBUTION IN THE AMOUNT OF TWO MILLION DOLLARS (\$2,000,000.00); ATTACHING THE LAP AGREEMENT AS EXHIBIT "A"; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

Approved under consent agenda.

9. **BIDS AND REQUESTS FOR PROPOSALS**

9.1 RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (ITB) NO. 26-005 "CITYWIDE IRRIGATION SERVICES" TO SAM'S LANDSCAPE MAINTENANCE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

City Attorney Boutsis read the title of the resolution.

Commissioner Ryan made a motion to approve item 9.1. The motion was seconded by Commissioner Lewellen which carried unanimously on voice vote.

10. QUASI-JUDICIAL HEARINGS

None.

11. FIRST READING ORDINANCES

None.

12. SECOND READING ORDINANCES

None.

13. DISCUSSION AND POSSIBLE ACTION

None.

14. APPOINTMENTS

- Dania Beach Housing Authority — Mayor Davis
- Education Advisory Board — Mayor Davis

No action was taken on this item given the absence of Mayor Davis.

15. COMMISSION COMMENTS

15.1 Commissioner Lewellen

Commissioner Lewellen commented on the passing of Eugenia Byrd and expressed her condolences. She wished City Manager Garcia all the best in her retirement.

15.2 Commissioner Rimoli

Commissioner Rimoli wished City Manager Garcia all the best on her next chapter.

15.3 Commissioner Ryan

Commissioner Ryan requested \$500 from his contingency for Love our Nation for summer camp field trip and received consensus. He spoke on the solid waste master plan, commended Vice Mayor Salvino on running the meeting efficiently and shared a few remarks to City Manager Garcia from prior City Clerk Tom Schneider.

15.4 Vice-Mayor Salvino

Vice Mayor Salvino congratulated City Manager Garcia on her retirement and all the accolades she was given and deserved and wished her all the best in her retirement.

15.5 Mayor Davis

Mayor Davis was absent.

16. ADJOURNMENT

Mayor Davis adjourned the meeting at 10:06 p.m.

ATTEST:

CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

Approved:



City of Dania Beach Public Services Memorandum

DATE: 5/26/2026

TO: Mayor and Commissioners

FROM: Candido Sosa-Cruz, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Fernando J. Rodriguez, Public Service Director

**SUBJECT: AUTHORIZATION FOR A FIRST RENEWAL OF RFP ITB NO. 23-004
“COMMUNITY BUS TRANSPORTATION SERVICES” TO LIMOUSINES
OF SOUTH FLORIDA, INC (LSF)**

Request:

The Public Services Department (PSD) is requesting the adoption of a resolution authorizing the first renewal of the agreement with Limousines of South Florida (LSF) for ITB No. #23-004 “Community Development Shuttle Bus Operator” which expires July 1, 2026.

Background:

PSD has utilized LSF for several years as the provider for our citywide Community Shuttle Services and is thoroughly satisfied with the quality of service. LSF provides day-to-day management, operation and maintenance of the East and West route shuttle buses which operate within the city limits. The Community Shuttle Service runs on a fixed route with designated stops for a minimum of twenty-four (24) hours per week. ITB No. #23-004 “Community Development Shuttle Bus Operator” was advertised in June 2023. The term of this agreement became effective on July 1, 2023, and expires on July 1, 2026, with two (2) additional one (1) year periods.

Budgetary Impact

The projected expense for the Community Bus Transportation Services established in this Agreement shall not exceed \$369,200.33 and will be funded by the Community Bus Prof. Services Account No. 001-39-01-539-31-60.

Recommendation

PSD recommends the first renewal of the agreement with LSF valid from July 1, 2026, through July 1, 2027.

RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE FIRST RENEWAL OF THE “COMMUNITY BUS TRANSPORTATION SERVICES” AGREEMENT WITH LIMOUSINES OF SOUTH FLORIDA, INC. (LSF); AND PROVIDING FOR CONFLICTS; FUTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Shuttle transportation service is provided by Limousines of South Florida (LSF) and funded by Broward County; and

WHEREAS, in July 2023, the City entered into a three-year Agreement for Community Bus Transportation Services with Limousines of South Florida (LSF) via competitive qualifications review process through RFQ No. 23-004; and

WHEREAS, the Agreement provides for two 1-year renewals options; and

WHEREAS, the Public Services Department (PSD) and its Transit Coordinator has determined that exercising the first renewal option is beneficial to the City, and:

WHEREAS, Limousines of South Florida (LSF) have formally agreed to the one-year renewal: and

WHEREAS, the Agreement officially expires on July 1, 2026, requiring the renewal to be effective without gap in service to that date;

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 authority to execute a First Renewal Agreement with Limousines of South Florida (LSF). A copy of the modified first agreement is attached and incorporated into this Resolution by this reference as Exhibit A.

Section 3. That the projected expense for the Community Bus Transportation Services established in this Agreement shall not exceed \$369,200.33 and will be funded by the Community Bus Prof. Services Account No. 001-39-01-539-31-60.

Section 4. That the City Manager and City Attorney are authorized to make minor revisions to the agreement/grant which are deemed necessary and proper, and is in the best interest of the City and to execute extensions that do not materially alter costs or scope of the agreement.

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

Section 6. That this resolution shall become effective ten (10) days after passage and adoption.

PASSED AND ADOPTED on _____, 2026.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco A. Salvino, Sr. _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**FIRST EXTENSION TO AGREEMENT
FOR COMMUNITY SHUTTLE TRANSPORTATION SERVICES
(LIMOUSINES OF SOUTH FLORIDA, INC.)**

THIS FIRST EXTENSION TO AGREEMENT (“Amendment”) is made as of _____, 2026, by and between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), and Limousines of South Florida, Inc., a Florida corporation (“Contractor”).

RECITALS

WHEREAS, the City and Contractor entered into that certain Agreement effective July 1, 2023 for Community Shuttle Transportation Services (the “Agreement”);

WHEREAS, the Agreement expires June 30, 2026 and includes two (2) one-year renewal options exercisable by the City;

WHEREAS, the City seeks to renew for the first one year term commencing July 1, 2026 and expiring June 30, 2027.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. RENEWAL OF AGREEMENT

Pursuant to Section 9.1 of the Agreement, and subject to approval by the City Commission, the City hereby exercises its option to renew the Agreement for an additional one (1) year term, commencing July 1, 2026 and expiring June 30, 2027, on the same terms and conditions set forth in the Agreement, as amended herein. This renewal constitutes the first of the two (2) one-year renewal options available to the City under the Agreement.

2. RATIFICATION

Except as expressly modified herein, all terms, conditions, and provisions of the Agreement remain in full force and effect and are hereby ratified and confirmed.

3. EFFECTIVE DATE

This Amendment shall become effective upon full execution by both parties.

SIGNATURES ON THE FOLLOWING PAGES

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

ATTEST:

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

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO LEGAL FORM:

CANDIDO SOSA-CRUZ, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

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

WITNESSES:

Signature

Signature

PRINT Name

PRINT Name

Signature

Title

PRINT Name

Date

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on _____, 2026, by _____ as
_____ of Limousines of South Florida, Inc., d/b/a LSF Shuttle, a Florida
corporation, on behalf of the company. He/she is personally known to me or has produced
_____ as identification.

NOTARY PUBLIC
State of Florida at Large

My commission expires:



City of Dania Beach Public Services Memorandum

DATE: 5/26/2026

TO: Mayor and Commissioners

FROM: Candido Sosa-Cruz, ICMA- CM, City Manager

VIA: Fernando J. Rodriguez, Public Services Director
Oscar Vasquez, Public Services Director

SUBJECT: APPROVAL AGREEMENT FOR THE LIFT STATIONS 1,2,3 PROJECT OF
MODIFICATION NO. 6 TO THE HAZARD MITIGATION GRANT PROGRAM

Request:

Approval of a Resolution authorizing Modification No. 6 to the Hazard Mitigation Grant Program (HMGP) Agreement with the Florida Division of Emergency Management (FDEM) for Wastewater Lift Stations, Generator and Utility Mitigation (lift stations 1,2,3), increasing the federal funding amount.

Background:

The City of Dania Beach entered into a HMGP agreement with FDEM, funded by the Federal Emergency Management Agency (FEMA), to implement mitigation improvements for wastewater lift stations throughout the City. This project is designed to enhance infrastructure resiliency and reduce the risk of system failures during severe weather events. The project includes the installation of permanent emergency generators and associated electrical and structural improvements at multiple lift station locations to ensure continued operation during power outages.

Modification No. 6 revises the agreement to increase the federal funding by \$2,443,648.75, bringing the total agreement amount to \$9,774,595.00. This modification also updates the approved budget and incorporates revised project costs associated with construction, materials, and related expenses.

Additionally, the project is designated as a Global Match Project, meaning the required non-federal cost share is satisfied at the program level and does not require a direct financial contribution from the City.

The modification further includes Sub-Recipient Management Costs (SRMC) in the amount of \$92,759.63, which are fully funded and support administrative and grant management activities.

The overall project scope remains consistent in its objective but reflects expanded funding to

support full implementation.

Budgetary Impact

There is a positive fiscal impact on the City. The total project cost of \$9,774,595.00 is fully funded with no required local match contribution.

All eligible project costs, including \$92,759.63 in Sub-Recipient Management Costs (SRMC), will be reimbursed through federal funding.

Recommendation

Staff recommends approval of the Resolution authorizing Modification No. 6 to the HMGP agreement with the Florida Division of Emergency Management.

RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING MODIFICATION NO. 6 TO THE HAZARD MITIGATION GRANT PROGRAM (HMGP) AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) FOR THE WASTEWATER LIFT STATIONS GENERATOR AND UTILITY MITIGATION PROJECT (LIFT STATIONS 1, 2, AND 3 - PROJECT NO. 4337-334-R; CONTRACT NO. H0423) IN THE TOTAL AMOUNT OF NINE MILLION SEVEN HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED NINETY-FIVE DOLLARS (\$9,774,595.00); PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission previously approved a Hazard Mitigation Grant Program (HMGP) Agreement with the Florida Division of Emergency Management (FDEM), funded by the Federal Emergency Management Agency (FEMA), for the Wastewater Lift Stations Generator and Utility Mitigation Project; and

WHEREAS, the project includes the installation of permanent emergency generators and related improvements at Lift Stations 1, 2, and 3 to ensure continued operation during power outages and severe weather events; and

WHEREAS, Modification No. 6 increases the federal funding amount by \$2,443,648.75, bringing the total project funding to \$9,774,595.00; and

WHEREAS, the project is designated as a Global Match Project and is fully funded at one hundred percent (100%) with federal participation, with no required local match contribution; and

WHEREAS, the modification includes Sub-Recipient Management Costs (SRMC) in the amount of \$92,759.63, which is fully funded; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve Modification No. 6 to the HMGP agreement to secure additional federal funding and support completion of the project.

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

Section 1. That the above “Whereas” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission hereby approves Modification No. 6 to the Hazard Mitigation Grant Program (HMGP) Agreement with the Florida Division of Emergency Management (FDEM) for the Wastewater Lift Stations Generator and Utility Mitigation Project.

Section 3. That the proper City Officials are hereby authorized to execute Modification No. 6, attached hereto as Exhibit “A,” and to take all actions necessary to implement the terms and conditions of the agreement.

Section 4. That the City Manager and City Attorney are authorized to make minor revisions to the grant which are deemed necessary and proper and is in the best interest of the City and to execute extension that do not materially alter costs or scope of the agreement modification.

Section 5. That the additional funding will be appropriated to the Sewer Fund Account No. 402-35-28-535-63-10.

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 _____, 2026.

Motion by _____ second by _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

SIGNATURES ON THE FOLLOWING PAGE

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Dania Beach
PROJECT #:	4337-334-R
PROJECT TITLE:	City of Dania Beach, Wastewater Lift Stations, Generator and Utility Mitigation
HMGP CONTRACT #:	H0423
SM CONTRACT #: (if applicable)	N/A
MODIFICATION #:	Six

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Chloe Vielot Public Services Administrator 100 West Dania Beach Boulevard Dania Beach, Florida 33004

Enclosed is your copy of the proposed contract(s)/modification(s) between **City of Dania Beach** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
☐	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
☒	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment L – FACTS - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

SUB-RECIPIENT AGREEMENT CHECKLIST

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at 850-312-9443 or email me at **Alejandro.vargas@yagroup.com**.

Contract Number: H0423

Project Number: 4337-334-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF DANIA BEACH**

This Modification Number Six is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Dania Beach ("the Sub-Recipient") to modify Contract Number H0423, dated March 04, 2020 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$7,423,705.88, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Budget and Scope of Work by increasing the Federal funding by \$2,443,648.75 under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is amended to increase the Federal Funding by \$2,443,648.75, for the maximum amount payable under the Agreement to \$9,867,354.63 (Nine Million Eight Hundred Sixty-Seven Thousand Three Hundred Fifty-Four Dollars and Sixty-Three Cents).
2. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 6th Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
5. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.
6. Attachment L – Florida Accountability Contract Tracking System (FACTS) Requirements for Non-Profit Organizations Under Section 216.1366, Florida Statutes, Instructions and Worksheet is hereby incorporated into the Agreement and is required to be completed by the subrecipient and returned to the Division.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF DANIA BEACH

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A
(6th Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to lift stations in Dania Beach, Broward County, Florida, funded as a Global Match-Recipient Project, through the Hazard Mitigation Grant Program (HMGP) **DR-4337-334-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency generator system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Dania Beach, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to implement a utility mitigation activity and shall provide backup power to three (3) lift stations: LS #1, LS #2, and LS #3, located in Dania Beach, Florida 33004.

The HMGP project shall provide protection to the facilities by the demolition of the existing submersible lift stations and the construction of new submersible lift stations with a valve vault within the same site to increase the pumping capacity. LS #1 shall increase the pumping capacity from 400 gallons per minute to 2,000 gallons per minute, including the installation of a control panel system, electrical components, and modification of the existing manhole. LS #2 shall increase the pumping capacity from 400 gallons per minute to 1,200 gallons per minute, including the installation of a control panel system, electrical components, and modification of the existing manhole. LS #3 shall increase the pumping capacity from 400 gallons per minute to 1,100 gallons per minute, including the installation of a control panel system, electrical components, and modification of the existing manhole.

The scope of work also includes installing three (3) permanent diesel generators with a capacity of 230-kW, 125-kW, and 150-kW at LS #1, LS #2, and LS #3, respectively, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facilities. The generators include a concrete pad, an Automatic Transfer Switch (ATS), and electrical connections. The lift stations serve areas that are subject to excessive inflow and the pumping system is under capacity. Furthermore, the lift stations do not currently have a permanent backup power source to protect against system failure. Providing a permanent source of backup power shall allow the City of Dania Beach to maintain the lift stations operational during potential service outages and prevent future sewer overflows. The project intends to reduce the risk of damage caused by sewage overflow by improving the performance and reliability of the lift stations.

The generator(s), electrical components, and all utility mitigation activities shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations provided:

ID#	Station	Location	kW	Coordinates
1)	LS #1	50 Southeast 2 nd Avenue, Dania Beach, Florida, 33004	230	(26.051436, -80.141779)
2)	LS #2	400 Southeast 2 nd Avenue, Dania Beach, Florida, 33004	125	(26.043996, -80.141271)
3)	LS #3	1200 Southeast 2 nd Avenue, Dania Beach, Florida, 33004	150	(26.037217, -80.141271)

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation, and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the project completed by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with

the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
 - b) Local Building Official Inspection Report and Final Approval.
 - c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
 - d) Signed and Sealed copy of the As-built plans, as applicable.
 - e) Certified Letter of Completion, as applicable:
 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 2. Certifying Compliance with all applicable codes.
 - f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - g) Verification letter or documentation showing the generators, automatic transfer switch (ATS), pumps, and electrical components are protected to the 500-year (0.2% annual chance) flood elevation.
 - h) Verification letter or documentation stating if unusable equipment, debris, materials, petroleum products, hazardous materials, or toxic waste were discovered during project implementation and, if so, how they were handled, managed, and disposed of.
 - i) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities

associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards, allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separately from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC). The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of the amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of protection to three (3) lift stations in Dania Beach, Florida 33004, by installing permanent diesel generators, and upgrading the lift stations as a Global Match-Recipient Project.

The generators, electrical components, and all utility mitigation activities shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize

FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA *in advance regardless of the budget implications.*

- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) The generators, automatic transfer switches (ATS), pumps, and electrical components are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the Division and FEMA documenting compliance with this condition.
- 5) Unusable equipment, debris and materials shall be disposed of in an approved manner and location. In the event of significant items (or evidence thereof) are discovered during implementation of the project, the Sub-Recipient shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 6) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is on the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) Sub-Recipient shall commit to completion of the match project. If for any reason this match project is not completed or is otherwise rendered ineligible, the Sub-Recipient retains responsibility for the non-federal share/ of all projects utilizing the Global Match of this project/ if it wishes to continue with the project. Failure to meet this commitment may result in the disallowance of all or part of otherwise allowable federal share costs. Project shall meet all HMA-HMGP Requirements, including compliance with all applicable Federal and State Laws and Regulations. Shall meet matching cost share rules and provide the same closeout documentation for the match projects as with regular federally funded projects.
- 9) Special Conditions required for the implementation of the project:
 - a) **EO CONDITION:** The generators are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the

State and FEMA documenting which protective option they have selected. **Source of condition:** Executive Order 11988 - Floodplains **Monitoring Required: No**

- b) **RCRA CONDITION:** Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, Sub-Recipient shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA). **Monitoring Required: No.**

10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

- a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
- b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
- c) SRMC cannot exceed 5% of the total project costs awarded.
- d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
- e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
- f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-334-R**. It is funded under FEMA-4337-DR-FL. It is funded under the HMGP as a Global Match-Recipient Project and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on November 19, 2019; this Agreement was executed on March 4, 2020, and the Period of Performance for this project shall end on **December 31, 2026**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	4	Months
Construction Plan/Technical Specifications:	14	Months
Bidding / Local Procurement:	16	Months
Permitting:	10	Months
Construction / Installation:	30	Months
Local Inspections / Compliance:	5	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	85	Months

BUDGET (GLOBAL MATCH PROJECT)**Line-Item Budget***

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$8,231,595.00	\$8,231,595.00	\$0.00
Labor:	\$1,069,000.00	\$1,069,000.00	\$0.00
Fees:	\$474,000.00	\$474,000.00	\$0.00
Initial Agreement Amount:	\$9,774,595.00	\$9,774,595.00	\$0.00
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$9,774,595.00	\$9,774,595.00	\$0.00
****SRMC			
SRMC:	\$92,759.63	\$92,759.63	
SRMC Total:	\$92,759.63	\$92,759.63	

*Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

*** **This project has an estimated \$0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00.

**** **Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$92,759.63 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Global Match Project: This project has been awarded as a Global Match-Recipient project with full Federal funding at 100%.

Project **4337-494-R** is the Global Match-Donor project that is fully funded by the non-federal share (100% of the funding is covered by Sub-Recipient) for this project.

Funding Summary Totals

Federal Share:	\$9,774,595.00	(100.00%)
Non-Federal Share:	\$0.00	(0.00%)
Total Project Cost:	\$9,774,595.00	(100.00%)
SRMC (100% Federal)	\$92,759.63	

Attachment L
Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

PURPOSE: Section 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the Division shall post any documents submitted pursuant to s. 216.1366, F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- 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 included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

- o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
- o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is “Yes,” provide the information required in the “Total Compensation Paid to Non-Profit Personnel Using State Funds” form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is “No”, move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name:		
Signature:		
Title:		
Date:		



City of Dania Beach Public Services Memorandum

DATE: 5/26/2026

TO: Mayor and Commissioners

FROM: Candido Sosa-Cruz, ICMA-CM, City Manager

VIA: Fernando J. Rodriguez, Public Services Director
Oscar Vasquez, Public Services Director

**SUBJECT: APPROVAL AGREEMENT FOR THE CITY HALL WIND RETROFIT
PROJECT OF MODIFICATION NO. 6 TO THE HAZARD MITIGATION
GRANT PROGRAM**

Request:

Approval of a Resolution authorizing Modification No. 6 to the Hazard Mitigation Grant Program (HMGP) Agreement with the Florida Division of Emergency Management (FDEM) for the City Hall/EOC Wind Retrofit and Generator Project, increasing the federal funding amount.

Background:

The City of Dania Beach entered into a Hazard Mitigation Grant Program (HMGP) agreement with the Florida Division of Emergency Management (FDEM), funded by the Federal Emergency Management Agency (FEMA), to implement wind retrofit and generator improvements at City Hall/EOC.

The project is intended to strengthen the facility against severe weather events and ensure continuity of emergency operations.

Modification No. 6 increases the federal funding by \$601,375.00, bringing the total project amount to \$2,465,637.50. The modification also updates the project budget and scope to reflect current costs.

The project is designated as a Global Match Project, meaning it is fully funded at 100% federal participation with no required local match.

The modification also includes Sub-Recipient Management Costs (SRMC) in the amount of

\$60,137.50, which are fully funded.

Budgetary Impact

There is a positive fiscal impact on the City. The total project cost of \$2,465,637.50 is fully federally funded, with no required local contribution.

All eligible project costs, including \$60,137.50 in SRMC, will be reimbursed through federal funding.

Recommendation

Staff recommends approval of the Resolution authorizing Modification No. 6 to the HMGP agreement with the Florida Division of Emergency Management (FDEM).

RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING MODIFICATION NO. 6 TO THE HAZARD MITIGATION GRANT PROGRAM (HMGP) FOR THE CITY HALL/EOC WIND RETROFIT AND GENERATOR PROJECT (PROJECT NO. 4337-203-R; CONTRACT NO. H0327) IN THE TOTAL AMOUNT OF TWO MILLION FOUR HUNDRED SIXTY-FIVE THOUSAND SIX HUNDRED THIRTY-SEVEN DOLLARS AND FIFTY CENTS (\$2,465,637.50); AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission previously approved a Hazard Mitigation Grant Program (HMGP) Agreement with the Florida Division of Emergency Management (FDEM), funded by the Federal Emergency Management Agency (FEMA), for the City Hall/EOC Wind Retrofit and Generator Project; and

WHEREAS, the project includes wind retrofit improvements and installation of a backup generator to strengthen the facility and ensure continued operation during severe weather events; and

WHEREAS, Modification No. 6 increases the federal funding amount by \$601,375.00, bringing the total project funding to \$2,465,637.50; and

WHEREAS, the project is designated as a Global Match Project and is fully funded at one hundred percent (100%) federal participation, with no required local match contribution; and

WHEREAS, the modification includes Sub-Recipient Management Costs (SRMC) in the amount of \$60,137.50, which are fully funded; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve Modification No. 6 to the HMGP agreement to secure additional federal funding and support completion of the project.

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

Section 1. That the above “Whereas” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission hereby approves Modification No. 6 to the Hazard Mitigation Grant Program (HMGP) Agreement with the Florida Division of Emergency Management (FDEM) for the City Hall/EOC Wind Retrofit and Generator Project.

Section 3. That the proper City Officials are hereby authorized to execute Modification No. 6, attached hereto as Exhibit “A,” and to take all actions necessary to implement the terms and conditions of the agreement.

Section 4. That the City Manager and City Attorney are authorized to make minor revisions to the grant which are deemed necessary and proper and is in the best interest of the City and to execute extension that do not materially alter costs or scope of the agreement modification.

Section 5. That the additional funding will be appropriated to the Sewer Fund Account No. 402-35-28-535-63-10.

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 _____, 2026.

Motion by _____ second by _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

SIGNATURES ON THE FOLLOWING PAGE

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Dania Beach
PROJECT #:	4337-203-R
PROJECT TITLE:	City of Dania Beach, City Hall/EOC, Wind Retrofit and Generator
HMGP CONTRACT #:	H0327
SM CONTRACT #: (if applicable)	N/A
MODIFICATION #:	Six

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Chloe Vielot Public Services Administrator 100 West Dania Beach Dania Beach, Florida 33004

Enclosed is your copy of the proposed contract(s)/modification(s) between **City of Dania Beach** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
☐	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
☒	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment L – FACTS - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

SUB-RECIPIENT AGREEMENT CHECKLIST

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at 850-312-9443 or email me at **Alejandro.vargas@yagroup.com**.

Contract Number: H0327

Project Number: 4337-203-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF DANIA BEACH**

This Modification Number Six is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Dania Beach ("the Sub-Recipient") to modify Contract Number H0327, dated November 22, 2019 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$1,864,262.50, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Budget and Scope of Work by increasing the Federal funding by \$601,375.00 under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is amended to increase the Federal Funding by \$601,375.00, for the maximum amount payable under the Agreement to \$2,465,637.50, (Two Million Four Hundred Sixty-Five Thousand Six Hundred Thirty-Seven Dollars and Fifty Cents).
2. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 6th Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
5. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.
6. Attachment L – Florida Accountability Contract Tracking System (FACTS) Requirements for Non-Profit Organizations Under Section 216.1366, Florida Statutes, Instructions and Worksheet is hereby incorporated into the Agreement and is required to be completed by the subrecipient and returned to the Division.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF DANIA BEACH

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A
(6th Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to the City Hall/EOC (Emergency Operations Center) building, in Dania Beach, Broward County, Florida, funded as a Global Match-Recipient Project, through the Hazard Mitigation Grant Program (HMGP) **DR-4337-203-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for retrofitting the Sub-Recipient's structure and installation of an emergency generator system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Dania Beach, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection and backup power to its City Hall/EOC, located at 100 West Dania Beach Boulevard, Dania Beach, Florida, 33004.

The HMGP project shall provide protection to the facility by retrofitting the building with high velocity hurricane zone (HVHZ) large-missile impact rated windows, doors and hardening the building envelope, in addition to installation of back-up generator and fuel supply.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code, or Miami Dade Specifications, and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specification.

The generator shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Project Locations:

ID#	Station	Location	Coordinates
1)	City Hall / EOC	100 W. Dania Beach Blvd., Dania Beach, FL 33004	26.052103, -80.145130

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and

construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the building from windblown debris resulting from high windstorms which shall allow the function of the structure(s) to continue following a severe wind event. The structure shall be upgraded to meet Florida Building Code and/or Miami Dade Requirements, including all exterior openings.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the project completed by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.
- c) Signed and sealed copy of the As-built plans.
- d) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
- e) Certified Letter of Completion:

1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 2. Certifying Compliance with all applicable codes.
- f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- g) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.
- h) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards, allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separately from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to the City Hall/EOC building, in Dania Beach, Florida, by installing impact rated windows, doors and hardening the building envelope, in addition to installation of back-up generator and fuel supply, as a Global Match-Recipient Project.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specification.

The generator shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the SFHA and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
- 9) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.
- 10) Glazing in buildings shall be impact resistant or protected with an impact resistant covering meeting the requirements of SST D 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:
 - a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.
 - b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.
 - c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.

- 11) The local municipal or county building department shall inspect the installation according to the manufacturer's specifications and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.
- 12) The materials and work funded pursuant to this Subgrant Agreement are intended to decrease the vulnerability of the building to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.
- 13) The funding provided by the Division under this subgrant shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's buildings to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.
- 14) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the building may have vulnerabilities due to age, design and location that may result in damage to the building from wind events even after the installation of the mitigation measures funded under this Subgrant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the building, does not ensure the safety or survival of building occupants.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is on the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) The Sub-Recipient must provide the Division (FDEM) documentation of compliance with Florida Statutes 553.896 Mitigation grant program guidelines (as follows).

(1) The Legislature finds that facilities owned by the government and those designated to protect the public should be the first to adopt the best practices, active risk management, and improved security planning. These facilities should be protected to a higher level.

*(2) Beginning with grant funds approved after July 1, 2005, the construction of new or retrofitted window or door coverings that is funded by a hazard-mitigation grant program or shelter-retrofit program must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. **Before the Division of Emergency Management forwards payment to a recipient of the grant, an inspection report and attestation or a copy of the signed and sealed plans shall be provided to the department.***

(3) If the construction is funded by a hazard mitigation grant or shelter retrofit program, the Division of Emergency Management shall advise the county, municipality, or other entity applying for the grant that the cost or price of the project is not the sole criterion for selecting a vendor.

(4) A project funded under mitigation or retrofit grants is subject to inspection by the local building officials in the county in which the project is performed.

- 9) Sub-Recipient shall commit to completion of the match project. If for any reason this match project is not completed or is otherwise rendered ineligible, the Sub-Recipient retains responsibility for the non-federal share/ of all projects utilizing the Global Match of this project/ if it wishes to continue with the project. Failure to meet this commitment may result in the disallowance of all or part of otherwise allowable federal share costs. Project shall meet all HMA-HMGP Requirements, including compliance with all applicable Federal and State Laws and Regulations. Shall meet matching cost share rules and provide the same closeout documentation for the match projects as with regular federally funded projects.
- 10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

- a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
- b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
- c) SRMC cannot exceed 5% of the total project costs awarded.
- d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
- e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
- f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-203-R**. It is funded under FEMA-4337-DR-FL. It is funded under the HMGP as a Global Match-Recipient Project and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on August 09, 2019; this Agreement was executed on November 22, 2019, and the Period of Performance for this project shall end on **December 31, 2026**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	4	Months
Construction Plan/Technical Specifications:	14	Months
Bidding / Local Procurement:	19	Months
Permitting:	13	Months
Construction / Installation:	27	Months
Local Inspections / Compliance:	5	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	88	Months

BUDGET (GLOBAL MATCH PROJECT)**Line-Item Budget***

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$2,187,500.00	\$2,187,500.00	\$0.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$218,000.00	\$218,000.00	\$0.00
Initial Agreement Amount:	\$2,405,500.00	\$2,405,500.00	\$0.00
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$2,405,500.00	\$2,405,500.00	\$0.00
****SRMC			
SRMC:	\$60,137.50	\$60,137.50	
SRMC Total:	\$60,137.50	\$60,137.50	

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated \$0.00 in contingency funds.** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of \$0.00.

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$60,137.50 in Federal funding.** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Global Match Project: *This project has been awarded as a Global Match-Recipient project with full Federal funding at 100%.*

Project 4337-494-R is the Global Match-Donor project that is fully funded by the non-federal share (100% of the funding is covered by Sub-Recipient) for this project.

Funding Summary Totals

Federal Share:	\$2,405,500.00	(100.00%)
Non-Federal Share:	\$0.00	(0.00%)
Total Project Cost:	\$2,405,500.00	(100.00%)
SRMC (100% Federal)	\$60,137.50	

Attachment L
Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

PURPOSE: Section 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the Division shall post any documents submitted pursuant to s. 216.1366, F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- 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 included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:
 - o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
 - o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
 - o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is “Yes,” provide the information required in the “Total Compensation Paid to Non-Profit Personnel Using State Funds” form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is “No”, move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name:		
Signature:		
Title:		
Date:		



City of Dania Beach Community Development Memorandum

DATE: 5/26/2026

TO: Mayor and Commissioners

FROM: Candido Sosa-Cruz, ICMA-CM, City Manager

VIA: Eleanor Norena, CFM, Director

SUBJECT: Resolution authorizing PaybyPhone US Inc. to exceed the annual vendor threshold of Fifty Thousand Dollars (\$50,000.00).

Request:

The Community Development Department is requesting to authorize PaybyPhone US Inc. ("PaybyPhone") to exceed the City's annual vendor threshold of Fifty Thousand Dollars (\$50,000.00) for each year the agreement is valid.

Background:

In 2018, the City installed new parking meters for Dania Beach Ocean Park and implemented the cashless parking app with PaybyPhone to process parking payments. Staff has identified the OMNIA Partners Software & SaaS Solutions cooperative contract #159596 as an available cooperative purchasing vehicle for PayByPhone parking payment services, with a current term of October 1, 2025 through September 30, 2028, with options to renew through September 30, 2030,

PaybyPhone charges transaction fees for registration, text message reminders, etc. These fees range from .15 cents to .35 cents per transaction. Since the City utilizes its own merchant account and collects all fees related to parking, the City must pay the vendor these fees collected monthly. These fees are anticipated to exceed Fifty Thousand Dollars (\$50,000.00).

Budgetary Impact

So far this fiscal year, the City has paid Thirty-nine Thousand Dollars (\$39,000.00) to PayByPhone for transaction fees. Based on current trends, the total projected expenditure for these fees is Ninety Thousand Dollars (\$90,000.00) by the end of the fiscal year.

Funding in the amount of Sixty Thousand Dollars (\$60,000.00) is currently available and appropriated in the FY 2025/2026 budget from the Ocean Park Fund (Account No. 415-45-02-545-34-10). To cover the remaining expenses through the end of FY 2026, a budget transfer of Thirty Thousand Dollars (\$30,000.00) is required from Ocean Park Fund (Account No. 415-45-02-545-46-40) to Account No. 415-45-02-545-34-10.

Recommendation

The Department is recommending the City Commission approve the resolution authorizing PaybyPhone to exceed the annual vendor threshold each year the contract is valid.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PIGGYBACK AGREEMENT UTILIZING THE OMNIA PARTNERS SOFTWARE & SAAS SOLUTIONS COOPERATIVE CONTRACT #159596 FOR PAY-BY-PHONE PARKING PAYMENT SERVICES WITH PAYBYPHONE US, INC.; AUTHORIZING EXPENDITURES IN EXCESS OF THE CITY'S PURCHASING THRESHOLD OF \$50,000.00; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach utilizes mobile parking payment services in support of municipal parking operations, parking enforcement, and related revenue collection activities; and

WHEREAS, the City Commission finds that parking payment services are essential public operations and that uninterrupted parking payment processing services are necessary for the continued operation of public parking facilities, parking enforcement activities, revenue collection, and customer convenience within the City; and

WHEREAS, the City Commission further finds that interruption of such services would materially impact municipal parking operations, parking enforcement, revenue collection, and public convenience; and

WHEREAS, such services have been continuously provided and utilized by the City in connection with municipal parking operations; and

WHEREAS, staff has identified the OMNIA Partners Software & SaaS Solutions cooperative contract #159596 as an available cooperative purchasing vehicle for PayByPhone parking payment services, with a current term of October 1, 2025 through September 30, 2028, with options to renew through September 30, 2030, a copy of which agreement is attached as Exhibit "A" and incorporated into this Resolution by this reference; and

WHEREAS, the City Commission further finds that utilization of the OMNIA cooperative purchasing contract and related piggyback or implementing agreement is administratively efficient, cost effective, and in the best interests of the City, and avoids disruption to existing municipal parking operations and related public services; and

WHEREAS, the City Commission further finds that utilization of the cooperative purchasing agreement provides an efficient procurement method for continued parking payment services moving forward; and

WHEREAS, the City Commission further finds that such services support efficient public access to municipal parking facilities and related public services throughout the City; and

WHEREAS, the City Commission further finds that the pricing, services, and operational structure associated with the cooperative purchasing agreement are fair and reasonable and serve a valid municipal public purpose; and

WHEREAS, expenditures associated with such services are anticipated to exceed the annual vendor threshold amount of Fifty Thousand Dollars (\$50,000.00), thereby requiring City Commission approval pursuant to the City's purchasing requirements; and

WHEREAS, the proposed action is intended to ensure procurement compliance moving forward while maintaining continuity of essential municipal parking operations and related services; and

WHEREAS, the City Commission finds that the cooperative purchasing method authorized herein satisfies the City's procurement requirements and is in the best interests of the City; and

WHEREAS, the City Commission desires to authorize the continued procurement of such services and authorize the City Manager to execute any necessary piggyback agreements, implementing agreements, participation documents, amendments, renewals, or related procurement documents associated with OMNIA Partners Software & SaaS Solutions contract #159596, subject to review and approval by the City Attorney as to form and legal sufficiency and subject to available appropriations and applicable procurement requirements.

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 and incorporated herein by this reference.

Section 2. That the City Commission hereby authorizes utilization of the OMNIA Partners Software & SaaS Solutions cooperative contract #159596 for PayByPhone parking payment services with PayByPhone US, Inc., including the execution of a Piggyback Agreement which is attached as Exhibit "A".

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the agreement/grant which are deemed necessary and proper, and is in the best

interest of the City and to execute extensions that do not materially alter costs or scope of the agreement.

Section 4. That the City Commission hereby authorizes expenditures associated with such services in excess of the annual vendor threshold amount of Fifty Thousand Dollars (\$50,000.00), subject to budgetary appropriation and applicable fiscal controls.

Section 5. That the City Manager is hereby authorized to execute any implementing agreements, piggyback agreements, participation documents, amendments, renewals, and related procurement documents associated with OMNIA Partners Software & SaaS Solutions contract #159596, subject to review and approval by the City Attorney as to form and legal sufficiency, subject to available appropriations, and subject to applicable procurement requirements.

Section 6. That the Community Development Department purchases from PayByPhone US, Inc. shall be subject to and made from available funds in the City's Ocean Park Fund, Account No. 415-45-02-545-34-10, in accordance with the City of Dania Beach Purchasing Policy.

Section 7. That all resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 8. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2026.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

SIGNATURES ON THE FOLLOWING PAGE

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

PIGGYBACK / IMPLEMENTING AGREEMENT
OMNIA Partners Software & SaaS Solutions Contract #159596

THIS PIGGYBACK / IMPLEMENTING AGREEMENT (the “Agreement”) is made and entered into as of _____, 2026 (the “Effective Date”), by and between the CITY OF DANIA BEACH, a Florida municipal corporation (the “City”), and PAYBYPHONE US, INC., a Delaware corporation authorized to do business in the State of Florida (the “Contractor”).

RECITALS

WHEREAS, OMNIA Partners Public Sector competitively solicited and awarded Software & SaaS Solutions Contract #159596 (the “Master Contract”) for software and software-as-a-service solutions following a formal competitive procurement process; and

WHEREAS, the Master Contract permits participating public agencies to utilize the contract on a cooperative purchasing basis; and

WHEREAS, the City desires to procure PayByPhone parking payment services and related software services from Contractor under the terms, conditions, pricing, and scope established in the Master Contract; and

WHEREAS, the City Commission has authorized utilization of the OMNIA Partners Software & SaaS Solutions Contract #159596 pursuant to applicable procurement requirements; and

WHEREAS, the parties desire to enter into this Agreement to establish the City-specific administrative, legal, and statutory terms governing the City’s utilization of the Master Contract.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE 1
INCORPORATION OF MASTER CONTRACT

1.1 Incorporation by Reference.

The OMNIA Partners Software & SaaS Solutions Contract #159596, including all exhibits, attachments, pricing schedules, amendments, and related contract documents (collectively, the “Master Contract Documents”), are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein.

1.2 Order of Precedence.

In the event of a conflict between this Agreement and the Master Contract Documents, this Agreement shall control with respect to City-specific legal, statutory, and administrative requirements. The Master Contract Documents shall control with respect to scope, pricing, and substantive operational terms unless expressly modified herein.

ARTICLE 2 SCOPE OF SERVICES

2.1 Services.

Contractor shall provide mobile parking payment services, software, software-as-a-service solutions, payment processing services, and related support services to the City in accordance with the scope, specifications, pricing, and terms set forth in the Master Contract Documents.

2.2 No Expansion of Scope.

This Agreement shall not expand the scope of services, products, or pricing authorized under the Master Contract Documents.

ARTICLE 3 TERM

3.1 Term.

The term of this Agreement shall commence on the Effective Date and shall run concurrent with the remaining term of the Master Contract, currently through September 30, 2028, including any renewals or extensions permitted under the Master Contract through September 30, 2030, unless earlier terminated in accordance with this Agreement.

ARTICLE 4 COMPENSATION

4.1 Pricing.

Pricing shall be in accordance with the pricing and fee structure set forth in the Master Contract Documents.

4.2 No Minimum Purchase.

The City makes no representation or guarantee as to the volume of transactions or services to be utilized under this Agreement.

4.3 Fiscal Year Funding.

The City's performance and obligations under this Agreement are contingent upon annual appropriation of funds by the City Commission.

ARTICLE 5 PAYMENT

5.1 Invoicing.

Contractor shall invoice the City in accordance with the invoicing procedures set forth in the Master Contract Documents.

5.2 Prompt Payment.

Payments shall be made in accordance with the Florida Prompt Payment Act, Part VII of Chapter 218, Florida Statutes.

ARTICLE 6 INSURANCE

6.1 Insurance Requirements.

Contractor shall maintain the insurance coverages required under the Master Contract Documents throughout the term of this Agreement and shall provide certificates of insurance upon request.

6.2 Additional Insured.

The City of Dania Beach, its officers, officials, employees, and agents shall be named as additional insureds where required by the Master Contract Documents.

ARTICLE 7 INDEMNIFICATION

7.1 Indemnification.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City, its officers, officials, employees, and agents from and against claims, damages, losses, liabilities, and expenses arising out of Contractor's negligent acts, errors, omissions, misconduct, or violation of law in connection with Contractor's performance under this Agreement.

Nothing herein shall be construed as requiring the City to indemnify Contractor or as a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes.

ARTICLE 8 PUBLIC RECORDS

8.1 Public Records Compliance.

Contractor acknowledges and agrees that it is subject to the public records requirements of Chapter 119, Florida Statutes.

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

City Clerk City of Dania Beach 100 West Dania Beach Boulevard Dania Beach, Florida 33004
954-924-6800 cityclerk@daniabeachfl.gov

Contractor shall:

- (a) Keep and maintain public records required by the City to perform the services.
- (b) 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.
- (c) Ensure that public records exempt or confidential from disclosure requirements are not disclosed except as authorized by law.
- (d) Upon completion of this Agreement, transfer to the City all public records in possession of Contractor or keep and maintain public records required by the City to perform the services.

ARTICLE 9 DATA SECURITY AND CONFIDENTIALITY

9.1 Compliance with Law.

Contractor shall comply with all applicable federal, state, and local laws relating to data privacy, cybersecurity, and protection of confidential information.

9.2 Security Incidents.

Contractor shall promptly notify the City of any actual or suspected data breach, cybersecurity incident, or unauthorized access involving City data.

ARTICLE 10 SOVEREIGN IMMUNITY

10.1 Sovereign Immunity.

Nothing in this Agreement shall be deemed a waiver of the City's sovereign immunity or limits of liability beyond those set forth in Section 768.28, Florida Statutes.

**ARTICLE 11
GOVERNING LAW AND VENUE**

11.1 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

11.2 Venue.

Venue for any action arising out of this Agreement shall lie exclusively in Broward County, Florida.

**ARTICLE 12
NO UNILATERAL MODIFICATIONS**

12.1 Amendments.

No amendment, modification, click-through term, online term update, electronic notice, website posting, or unilateral policy revision by Contractor shall modify or supersede the terms of this Agreement unless expressly approved in writing by the City.

**ARTICLE 13
TERMINATION**

13.1 Termination for Convenience.

The City may terminate this Agreement for convenience upon thirty (30) days written notice.

13.2 Termination for Cause.

The City may terminate this Agreement immediately for cause upon written notice.

**ARTICLE 14
NOTICES**

14.1 Notices.

All notices required under this Agreement shall be in writing and delivered by certified mail, return receipt requested, recognized overnight courier, or email with confirmation of receipt.

For the City: Candido Sosa-Cruz, ICMA-CM, City Manager
City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

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

For the Contractor: PayByPhone US, Inc.
48 Wall Street, Suite 1100
New York, New York 10005

**ARTICLE 15
ENTIRE AGREEMENT**

15.1 Entire Agreement.

This Agreement, together with the Master Contract Documents, constitutes the entire agreement between the parties.

**ARTICLE 16
COUNTERPARTS**

16.1 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original.

SIGNATURES ON THE FOLLOWING PAGES

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

ATTEST:

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

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO LEGAL FORM:

CANDIDO SOSA-CRUZ, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

CONTRACTOR:
PaybyPhone US Inc., a Delaware corporation

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

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 _____, 2026, by _____ as _____ of PaybyPhone US Inc., a Delaware corporation, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

State of _____

My commission expires:

Region 14 Education Service Center

Contract # 159596

for

Software & SaaS Solutions

with

PaybyPhone

Effective: October 1, 2025

The following documents comprise the executed contract effective:
October 1, 2025

- I. Region 14 ESC Terms & Conditions
- II. Vendor Contract and Signature Form
- III. Supplier's Response to RFP, incorporated by reference

IV. Region 14 – TERMS AND CONDITIONS

Assignment. Supplier may not assign its rights or obligations under this contract without the prior written permission of Region 14 ESC. Region 14 ESC will not unreasonably withhold approval for a requested assignment.

Audit Rights. Supplier shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 14 ESC and any entity that utilizes this contract. Region 14 ESC reserves the right to audit the accounting for a period of four (4) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 14 ESC shall have the authority to conduct random audits of supplier's pricing at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 14 ESC shall have the ability to conduct an extensive audit of supplier's pricing at supplier's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC.

Construction. Supplier shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Franchise Tax. The supplier hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Funding. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only. Each payment obligation created by this contract is conditioned upon the availability of city, county, state and federal funds that are appropriated

or allocated for the payment of such an obligation. If funds are not allocated by an entity and available for the continued purchase of the services and/or materials provided under this contract, this contract may be terminated at the end of the period for which funds are available. The entity will endeavor to notify the supplier in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the entity in the event this provision is exercised, and the entity shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnity. The awarded supplier shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the supplier, supplier employees or supplier subcontractors in the preparation of the solicitation and the later execution of the contract.

Insurance. Certificates of insurance shall be delivered to a public agency requesting them prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded supplier shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded supplier shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations. It is the supplier's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Non-Exclusive Contract. This contract is for the sole convenience of Region 14 ESC, which may obtain like goods or services from other sources.

Permits. Knowing and abiding by the permit laws in each state is the sole responsibility of the supplier.

Price Increases. Should it become necessary, price increase requests may be submitted quarterly during the term of the contract and must be approved by Region 14 ESC in writing. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified in the sole opinion of Region 14 ESC, the change will be approved.

Products. Supplier shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects.

Products and Services Additions. New products and/or services may be added to the contract quarterly during the term by Region 14 ESC's written approval, to the extent that those products and/or services are within the scope of this RFP.

Safety. Suppliers performing services shall comply with occupational safety and health rules and regulations. All suppliers and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Survival. All applicable software license agreements, warranties or service agreements that are entered into between the Contractor and Region 14 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

Tax Exempt Status. Knowing the tax laws in each state is the sole responsibility of the supplier.

Term and Renewal. The contract term is for three (3) years. The contract may be renewed for up to two (2) additional one-year terms or any combination of time not to exceed 2 years. Maintenance/service/supplemental agreements may be issued for up to (5) years under this contract so long as the effective date of the maintenance/service/supplement agreement is prior to the expiration of the contract.

Termination. This contract may be terminated at any time by mutual written consent, or by Region 14 ESC, with or without cause, upon giving thirty (30) days written notice. Region 14, at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, Region 14 ESC shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by Region 14 ESC before the effective date of termination. Region 14 ESC reserves the right to terminate the whole or any part of this Contract due to the failure of the supplier to carry out any term or condition of the contract. Region 14 will issue a written ten (10) day notice of default to the supplier for acting or failing to act as specified in any of the following: in the opinion of Region 14 ESC, the supplier provides personnel that do not meet the requirements of the contract; In the opinion of Region 14 ESC, the supplier fails to perform adequately the stipulations, conditions or services/specifications required in this contract; in the opinion of Region 14 ESC, the supplier attempts to impose personnel, materials, products or workmanship of an unacceptable quality; the supplier fails to furnish the required service and/or product within the time stipulated in the contract; in the opinion of Region 14 ESC, the supplier fails to make progress in the performance of the requirements of the contract; the supplier gives Region 14 ESC a positive indication that the supplier will not or cannot perform to the requirements of the contract.

Waiver. Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed for **120 days**.

PayByPhone US Inc.

Company Name

PayByPhone US Inc.. c/o Corpay 3280 Peachtree Rd. Suite 2400

Address

Atlanta

City

GA

State

30305

Zip

+1 604 642 4286

Telephone Number

+1 866 286 5401

Fax Number

bids@paybyphone.com

Email Address

Teresa Trussell

Printed Name

President

Position

Teresa Trussell

Authorized Signature



Appendix 2

Signed Addenda



NOTICE TO OFFEROR

Questions & Answers

RFP # 25-S940

Competitive Solicitation by Region 14 Education Service Center

for

Software and SaaS Solutions

See Question & Answer Acknowledgement included on the last page. Offerors should include this acknowledgement as part of their response to this Software and SaaS Solutions RFP.

The Answers to Questions received are issued as follows:

1. Question: The RFP requests that for the contracts included in Section 4 that the offeror: "Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.". Would the government please confirm that annual volume refers to dollar value of the contract?
Yes
2. The RFP requests that for the contracts included in Section 4 that the offeror: "Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.". Would the government please confirm that annual volume refers to dollar value of the contract?
Yes
3. This RFP refers specifically to Software and Software as a Service as the scope, however on Appendix B it is stated "A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier." Would the government please clarify if the catalog provided should include all our product/service offerings or should it be limited to Software?
Supplier should provide product/services as outlined in the scope; anything additional may be included as "value added products/services"
4. Some information requested is not pertinent to the Software and SaaS contract, for example: equipment reconditioning, trade-ins, etc. Most of the shipping/delivery questions are also not relevant since most software is delivered electronically. Would the government please let us know how we should address these questions?

If the Supplier's position is the question is "not relevant" mark as N/A

5. The RFP requests that a price list be included. Is it sufficient to list all of the SKUs along with the % off of List Price OR do we need to include the actual dollar amount for every SKU? On our existing OMNIA contract, we are required only for % off of List.

As stated in the RFP “Pricing should be based on a discount from a manufacturer’s price list or catalog, or fixed price, or combination of both”

6. Are services such as school climate surveys, employee engagement surveys, 360-degree feedback, or exit surveys and subsequent data analysis and support within the scope of the RFP?

Please refer to Scope for a list of suggested categories, but not limited to

7. Are services such as school climate surveys, employee engagement surveys, 360-degree feedback, or exit surveys and subsequent data analysis and support within the scope of the RFP?

Refer to question # 6

8. Does this include software for teacher and student learning?

Refer to question # 6

9. Would this RFP include software for a communication platform for schools to use to communicate with parents?

Refer to question # 6

10. We understand that the RFP seeks software and SaaS solutions, but our approach is to develop these solutions as custom-built products tailored to client needs, which we can deliver as SaaS offerings. Would you be open to proposals based on this model, and how would such proposals be evaluated compared to those offering pre-built, off-the-shelf solutions?

All proposals submitted will be reviewed and evaluated

11. Do we need an active New Jersey Business Compliance to bid for this RFP

No, but if awarded, the contract will not be extended to NJ

12. Does your RFP include software services other than finance or instructional?

Refer to question # 6

Teresa Trussell

Respondent shall acknowledge this Question & Answer document by signing below and include in their proposal response.

Company Name PayByPhone US Inc.

Contact Person Teresa Trussell

Signature *Teresa Trussell*

Date June 13th, 2025



NOTICE TO OFFEROR

Questions & Answers

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for

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12. Does your RFP include software services other than finance or instructional?

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13. Is the RFP process the same for current OMNIA members, as well as new?

Not sure of the question being asked. However, this RFP is issued by Region 14 ESC and any resultant contract(s) will be made available to all OMNIA Partners members.

14. As a current OMNIA member, may we use the Excel pricing document that we currently have in place with OMNIA for our pricing response?

Current pricing may be submitting in excel format

15. During the life of the contract, can additional SaaS products be added to the Master Agreement subsequent to award?

Refer to Section IV Terms & Conditions; “Products and Services Additions”

16. Are five references required for each product? Or five total for the submitting vendor?

Total

17. We understand that proposals will be evaluated based on a total of 100 points for Availability of Products and Pricing, Ability to Perform, References and Experience, and Value-Added Products/Services. Is there a minimum score established to make the competitive range or shortlist?

No

18. How will Region 14 ESC validate a vendor’s “Ability to Perform” in areas such as national scalability, service delivery, and warranty response, especially for smaller or emerging suppliers?

Proposals will be evaluated based on the criteria set in the RFP which include a combination of methods, i.e. experience, national scalability, financial stability, etc. For smaller or emerging suppliers, a more thorough review of capabilities and potential for growth and scalability.

Respondent shall acknowledge this Question & Answer document by signing below and include in their proposal response.

Company Name PayByPhone US Inc.

Contact Person Teresa Trussell

Signature *Teresa Trussell*

Date June 13th, 2025



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Proposals will be evaluated based on the criteria set in the RFP which include a combination of methods, i.e. experience, national scalability, financial stability, etc. For smaller or emerging suppliers, a more thorough review of capabilities and potential for growth and scalability.

19. Could you please clarify how pricing should be submitted for the services we propose to offer?

Refer to INSTRUCTIONS TO SUPPLIERS , section 2

20. Could you please confirm whether a pricing template will be provided?

No, refer question

to # 19

21. Would Omnia Partners consider extending the bid submission deadline by at least one week?

RFP was release on May 6th and due to set timeline, the deadline cannot be extended

22. We kindly request clarification on how vendors should indicate which categories they are bidding for.

It is up to the Offeror how they choose to identify the categories

23. On page 13, under the section "Evaluation Criteria", where sub-section "References and Experience (20 points)" states "Describe supplier's reputation in the marketplace.". Could you please elaborate on what a vendor's answer should detail?

Statement is self-explanatory. It is up to the Offeror to provide their best response possible.

24. Regarding the requested price lists (Section V.A., page 11), is it acceptable to provide our standard revenue share percentages in a tiered format correlating to the agency's revenue amount?

This section is not asking for a revenue amount; Offeror should provide their pricing based on discount off from a manufacturer's price list or catalog, or fixed price, or combination of both.

25. Would Region 14 ESC please consider extending the RFP deadline by 1-2 weeks to allow sufficient time to thoroughly address each component of the proposal requirements?

Please refer to question # 21

26. Is there a pricing sheet or format you would like vendors to use? - Additionally, pricing will depend on the scope of work and therefore pricing for each customer will vary. What would you like us to submit for pricing? Just the discount rate we will offer?

Refer to underlined response in question # 24

27. Can OMNIA please clarify whether all documents listed in Exhibit G must be submitted with the proposal, or only if the awarded contractor intends to do business in New Jersey?

If Offeror has no plans to extend their offering to New Jersey, simply indicate on the Exhibit G cover page.

28. Ability to Perform refers to "Appendix B, Exhibit A," but this appears to correspond instead to "Attachment A, Exhibit A."

Attachment A is the complete OMNIA Partners national cooperative response. Refer to page 21

29. How many users/employees are in the organization? "Integration with existing technology environments" - Please provide existing software Would we require MSRP document submitted with our proposal?

This is a national cooperative solicitation as well as a national cooperative contract(s) and will be based on the individual Public Procurement Agency needs and requirements. Refer to underlined response in question # 24

Respondent shall acknowledge this Question & Answer document by signing below and include in their proposal response.

Company Name PayByPhone US Inc.

Contact Person Teresa Trussell

Signature *Teresa Trussell*

Date June 17th, 2025



Section 3 – Ability to Perform + Appendix B (Exhibit A)



Section 3 – Ability to Perform

1. Include a detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Exhibit A – Response for National Cooperative Contract (3.0)

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

PayByPhone is a global leader in mobility payment solutions, delivering a seamless, secure, and scalable parking experience through intuitive mobile and web platforms. With over 25 years of experience, our PCI-DSS Level 1 compliant platform is trusted by more than 1,400 cities across six countries, including major North American municipalities, universities, and public agencies.

As a wholly owned subsidiary of Corpay, a publicly traded global payments company, PayByPhone benefits from the stability, infrastructure, and innovation of a Fortune 1000 enterprise. This foundation empowers us to deliver long-term, reliable service to complex public-sector operations.

Our platform is built for continuous innovation, operational excellence, and user-centric design, enabling real-time enforcement, flexible pricing, multilingual support, and advanced reporting. In addition to smart parking, we're expanding into comprehensive vehicle services that support drivers throughout ownership and maintenance, eliminating the need for hardware-based infrastructure.

Below is a brief overview of our journey and key milestones:



Figure 1 - PayByPhone's Timeline



Experience and Track Record

Since 2000, PayByPhone has deployed mobile parking solutions in over 1,400 cities globally. Notable recent U.S. implementations include Seattle, Miami Beach, Fort Lauderdale, Baltimore, and Kansas City, demonstrating our ability to operate in high-demand urban environments and integrate with complex enforcement and financial ecosystems.

In 2024 alone, PayByPhone processed over 235.5 million transactions globally, served more than 105 million users, and supported 7.8 million active users across the United States.

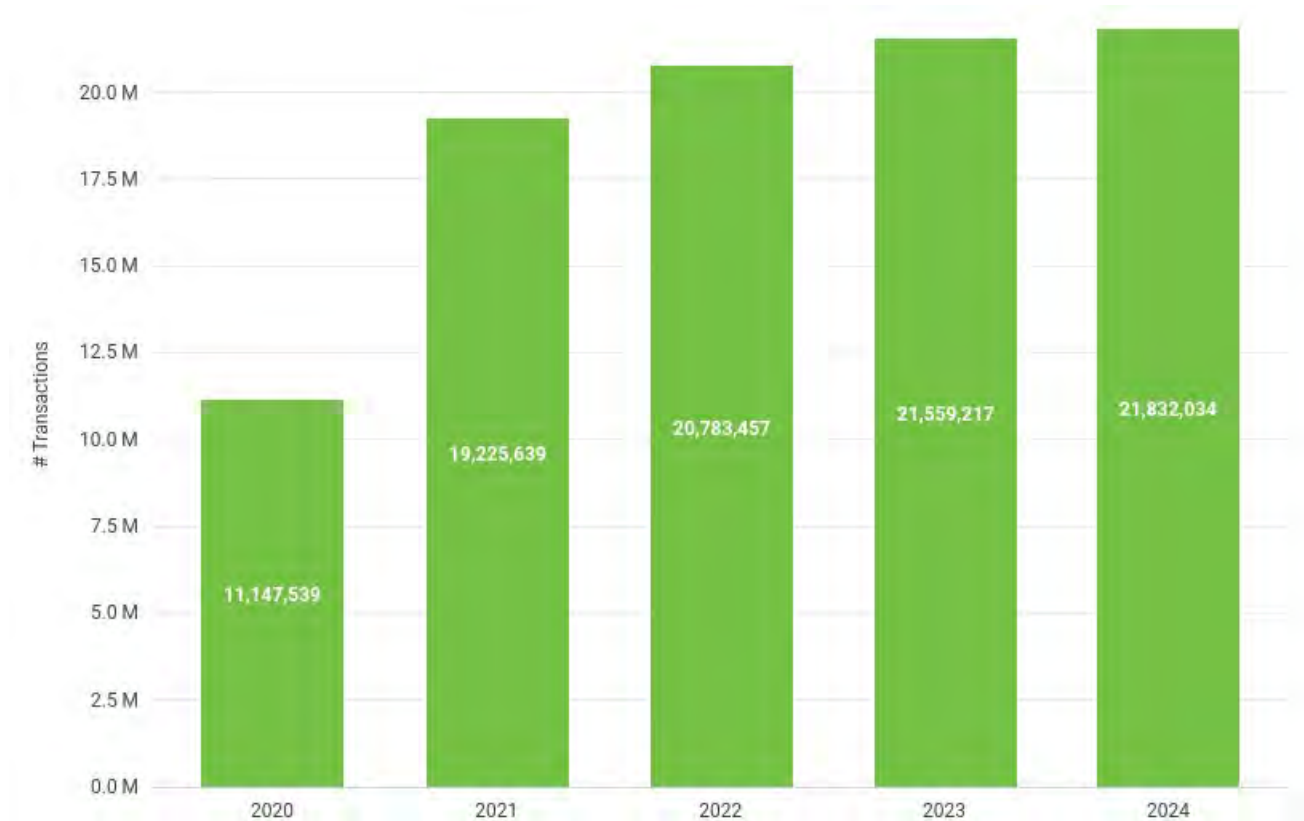


Figure 2 - Transaction Volumes in the US (Past 5 Years)

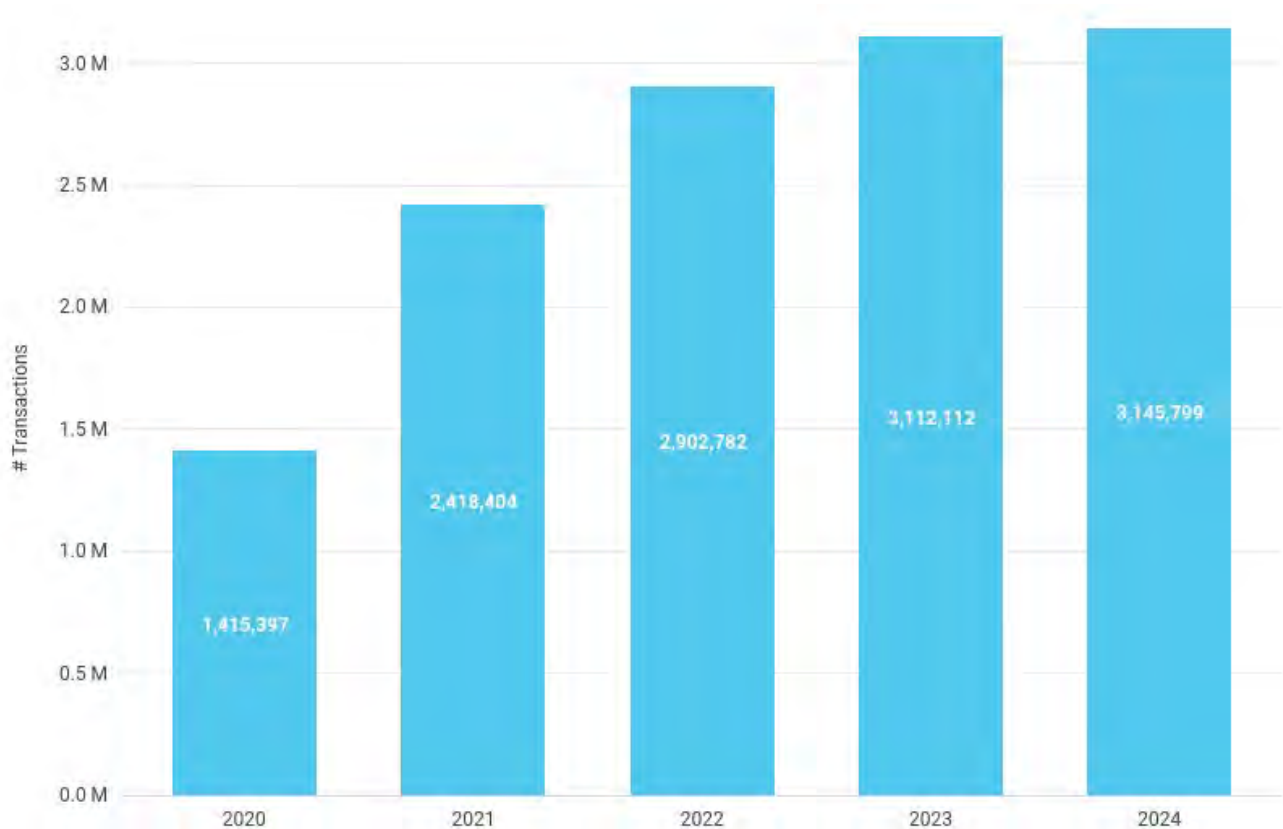


Figure 3 - Active Users' Volumes in the US (Past 5 Years)

B. Total number and location of salespersons employed by Supplier.

PayByPhone's public-sector sales team includes a national network of five team members, each responsible for a specific U.S. region:

- Kemata McCline, Director of Sales – Oversees national sales strategy and coordination across all regions.
- Teresa Trussell – Sales Director, Southeastern U.S.
- Joni Eros – Sales Director, Northwestern U.S.
- Sang Hwang – Sales Director, Northeastern U.S.
- Thomas McMillan – Sales Director, Southwestern U.S.

This distributed structure ensures localized support and responsiveness for Participating Agencies across the country. Additional account managers and client success personnel are assigned post-contract to support ongoing service and relationship management.

C. Number and location of support centers (if applicable) and location of corporate office.

PayByPhone operates a remote support model managed by two outsourced partners, complemented by internal support teams located in the United Kingdom, Germany, France, and North America.

***D. Annual sales for the three previous fiscal years.******a. Submit FEIN and Dunn & Bradstreet report.***

PayByPhone's public-sector sales for the most recent fiscal year totaled \$13,470,689. Detailed annual sales figures for the prior two fiscal years are available upon request or can be provided as part of follow-up documentation.

PayByPhone is currently in the process of obtaining and finalizing our FEIN and updated Dun & Bradstreet report for submission.

E. Describe any green or environmental initiatives or policies.

PayByPhone is deeply committed to sustainable business practices that not only support our clients and end-users but also contribute to environmental conservation and a greener future.

Below are key initiatives that reflect this commitment:

- **Digital-First Approach:** Our cloud-based Software-as-a-Service (SaaS) platform eliminates the need for physical parking meters, significantly reducing hardware production, installation, and maintenance. This minimizes energy consumption and waste, contributing to a more sustainable city infrastructure.
- **Meters for Trees Initiative:** We encourage the replacement of outdated parking hardware with mobile payments. For every ten decommissioned parking meters, PayByPhone plants a tree and offsets one time of CO₂ emissions through a Verified Carbon Standard (VCS) project.
- **Emit-less Program:** We offer differential rates for high-polluting vehicles and Electric Vehicles (EVs), encouraging environmentally friendly choices and supporting the transition to greener urban mobility.
- **Reducing Paper Waste:** Mobile Payments has moved traditional operations from paper tickets and receipts to digital transactions and e-receipts, significantly reducing paper waste and the environmental impact of parking operations.
- **Donate Your Device Initiative:** Our campaign encourages customers to donate unused IT devices to local schools, charities, and community groups, reducing electronic waste and promoting digital inclusion.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

At this time, PayByPhone does not maintain any formal diversity programs or partnerships applicable to this contract. As such, there are no associated diversity alliances, certifications, or pricing changes related to the use of such programs under the Master Agreement.

PayByPhone remains committed to equitable business practices and is open to future opportunities to collaborate with diverse partners as our operations evolve.



G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

PayByPhone does not engage subcontractors or affiliates for the delivery of its core digital services under this agreement. The only exception involves the use of signage vendors to produce branded parking signage and related materials.

Signage providers PayByPhone may work with include Stadium Graphics, Lefco Signs, Cutting Edge (Canada), and Sir Speedy. These partners are used on a project-by-project basis depending on location, production needs, and client preferences. To our knowledge, none of these vendors currently hold minority-owned business certifications.

No other subcontractors or affiliates are anticipated for service delivery under the Master Agreement at this time.

***I. Describe how supplier differentiates itself from its competitors.***

PayByPhone distinguishes itself through a proven track record of innovation, reliability, and user-first design in the mobility payments industry. Unlike many competitors, we offer a truly global solution that blends scalability, security, and seamless user experience with deep integration capabilities and data-driven insights. We are also solely focused on our mobile experience, not distracted by enforcement solutions, or payment hardware like many other competitor providers. Our commitment to customer satisfaction, operational flexibility, and sustainability has made us the preferred mobile parking payment provider for hundreds of municipalities, campuses, and agencies worldwide.

Why PayByPhone?

- **Global Experience with Local Expertise** – Trusted by over 1,400 cities and higher educational institutions across six countries, including flagship deployments in Fort Lauderdale, Dallas, Seattle, Vancouver, Miami, Paris, and London.
- **Proven Scale & Adoption** – In 2024 alone, PayByPhone processed over 235.5 million transactions and served more than 105 million users. Our platform is built to scale, reliably supporting high-volume, multi-stakeholder environments.
- **High User Ratings** – Over 1.6 million 5-star app reviews globally, reflecting a consistently excellent user experience.
- **Scalability & Flexibility** – Our platform allows real-time rate adjustments without downtime, adapting to dynamic pricing models.
- **Smart & Flexible Integration** – Supports automation-driven parking management solutions, including seamless integration with a variety of parking control and enforcement systems.
- **Data-Driven Insights** – Visibility into driver behavior, in real time, in visual and actionable ways, to help drive decision-making on campus.
- **Security & Compliance** – PCI-DSS Level 1, and SOC 2 Type 2 certified, ensuring secure transactions, robust data protection, and compliance with industry-leading security standards.
- **Multiple Payment Options** – Accepts credit/debit cards, Apple Pay, Google Pay, PayPal, SMS, and phone (IVR), ensuring accessibility for all drivers.
- **Dedicated Client Support** – Each client receives a named Account Manager and support from cross-functional teams across Implementation, Operations, and Technical Support.
- **Marketing & Branding Support** – Ongoing advertising and promotional assistance to boost adoption rates.
- **Environmental Sustainability** – Committed to reducing environmental impact through green initiatives, including carbon offset programs and eco-friendly mobility solutions.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

PayByPhone has no present or past litigation, bankruptcy, or reorganization involving the company.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;



***b. is not owned or operated by anyone who has been convicted of a felony; or
c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.***

- a. PayByPhone, as a wholly owned subsidiary of Corpay, is considered a publicly held corporation. As such, this reporting requirement is not applicable.
- b. PayByPhone is not owned or operated by anyone who has been convicted of a felony.
- c. Not applicable. PayByPhone has no owners or operators with felony convictions.

L. Describe any debarment or suspension actions taken against supplier

PayByPhone has not been subject to any debarment or suspension actions.



3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

PayByPhone offers a robust, cloud-based Software-as-a-Service (SaaS) platform that not only powers modern parking payments but also supports drivers with various aspects of vehicle ownership and maintenance. Backed by Corpay, a Fortune 1000 global payments company, our solution extends beyond mobile payments to enable dynamic pricing, seamless integrations, advanced analytics, and impactful sustainability initiatives.

As part of our innovation roadmap, we are launching a fully redesigned app in July 2025, unifying the iOS, Android, and web experience into a faster, more intuitive, and feature-rich platform. The upgrade will introduce expanded payment options and enhanced client-facing tools, including advanced reporting and streamlined reconciliation.

In parallel, our enhanced back-office portal offers powerful administrative capabilities, such as map-based analytics, real-time performance dashboards, eligibility and rate management, and role-based access controls. These tools give public agencies greater insight, control, and operational efficiency than any traditional parking system on the market.

Core Features & Functionalities

End-User (i.e., Customer/Driver)

- **Easy Registration & Session Extension:** Streamlined user onboarding with quick registration and the ability to extend parking sessions remotely via app, web, or SMS.
- **Guest Account Support:** Enables one-time or infrequent users to pay for parking without creating a full account, streamlining access, and reducing onboarding barriers.
- **Multiple Payment Options:** Accepts payments via credit/debit card, Apple Pay, Google Pay, PayPal, IVR (phone), SMS, and mobile web for maximum convenience and accessibility.
- **Multilingual Experience:** Platform supports 11 languages, including English, French, and Spanish.
- **24/7 Multilingual Customer Support:** Round-the-clock assistance via phone, chat, and email in multiple languages to ensure a seamless experience for users and agencies.
- **Data Security & Compliance:** PCI-DSS Level 1 and SOC 2 Type 2 certified infrastructure, ensuring secure, auditable, and privacy-compliant operations.

Client

- **Client Portal Access:** A modern administrative interface with map-based tools, role-based permissions, and eligibility management features, empowering agencies with full operational visibility and control.
- **Multilingual Experience:** Platform supports 11 languages, including English, French, and Spanish.
- **Global Rates Engine:** A flexible, self-service tool that enables real-time rate configuration, conditional pricing rules, permit eligibility, and event-specific overrides without downtime.
- **Real-Time Dashboards:** Monitor usage, revenue, and session metrics across zones.
- **Custom Reports:** Exportable data filtered by zone, user group, payment type, and more.
- **Dedicated Client Support** – Each client receives a named Account Manager and support from cross-functional teams across Implementation, Operations, and Technical Support.



- **Implementation & Training Support:** End-to-end onboarding, system configuration, and staff training provided by a dedicated implementation team to ensure a smooth launch and long-term success.
- **Enforcement & System Integrations:** Seamless real-time integrations with enforcement systems, License Plate Recognition (LPR) technology, permit management tools, and municipal back-office systems.
- **Marketing & Branding Support** – Ongoing advertising and promotional assistance to boost adoption rates.
- **Data Security & Compliance:** PCI-DSS Level 1 and SOC 2 Type 2 certified infrastructure, ensuring secure, auditable, and privacy-compliant operations.
- **ADA & WCAG-Compliant Signage Support:** Design guidance for digital and physical signage that meets ADA and WCAG 2.1 AA standards, ensuring accessibility while aligning with agency branding.

Additional Value-Added Features (Optional)

- **Merchant of Record (MOR) Services:** PayByPhone handles transaction processing and remits net revenue via ACH, including clear remittance reports and financial support.
- **Rights & Rates:** Assigns user-specific pricing (e.g., residents, staff, healthcare workers) validated in real time during a parking session.
- **Merchant Coupon Solution:** App-based discounts funded by local businesses or City departments to drive downtown activity and incentivize parking near venues.
- **Validations:** LPR-based digital permit validation for employee, visitor, and event parking, streamlining access and reducing administrative overhead.
- **Gated Offstreet Parking:** Seamless entry/exit at gated facilities using ALPR and automated payments (e.g., Skidata, TIBA integrations), ideal for gated garages and lots.
- **Text To Park:** App-free parking via SMS for maximum accessibility; includes signage, enforcement integration, and optional transaction-based fees.
- **Fleet Management Solution:** A scalable platform for managing multiple vehicles and users under one account, ideal for businesses and municipal fleets.
- **Push Notifications:** Real-time, customizable alerts for session reminders, policy updates, special events, and promotions to improve user engagement and compliance.
- **Marketing & Adoption Support:** Turnkey campaign materials, signage design, social media toolkits, and launch support to accelerate adoption.
- **Meters for Trees:** An award-winning program that plants a tree for every 500 spaces converted to mobile payment, supporting clients' environmental and sustainability goals.

Next-Generation Capabilities (2025–2026 Roadmap)

- **Future-Ready App Launch (July 2025):** Unified iOS/Android/web experience with faster feature deployment and enhanced reporting tools.
- **Consumer Vehicle Payments (CVP):** Enables users to manage tolls, insurance, and permits through the PayByPhone app (coming to North America).
- **Real-Time Parking Availability:** Sensor-based technology delivering live occupancy data to reduce congestion and improve curb access (pilot in France; North American expansion planned).



- **Cloud Parking API for Shared Mobility:** Enables fully touchless parking workflows for shared fleets (e.g., Free2Move) through SDK-based integration and monthly billing models.
- **EV Charging Locator & Fuel Finder:** Locate and pay for EV charging stations and find real-time fuel price comparisons (powered by Plugsurfing and Allstar; available in North America soon).
- **White Label Capability:** Optional white-labeled solutions available to align with agency branding across user interfaces, signage, and communications.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

PayByPhone delivers its services through a fully digital, cloud-based platform, enabling seamless nationwide availability across all U.S. states, the District of Columbia, and eligible U.S. Territories. As a Software-as-a-Service (SaaS) solution, PayByPhone requires no physical hardware installation, allowing for rapid deployment and centralized service delivery regardless of location.

Services are supported by regionally distributed teams and a scalable infrastructure hosted in secure, redundant environments that comply with industry standards, including PCI-DSS Level 1 and SOC 2 Type 2. Implementation, training, and ongoing support are provided remotely and tailored to each Participating Agency's needs.

PayByPhone has submitted the required documentation to support New Jersey business registration and affirmative action compliance. Services are available in all U.S. states and territories under this Master Agreement, including New Jersey.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

PayByPhone ensures that all Participating Agencies receive Master Agreement pricing by offering services exclusively through direct digital channels. These include direct agreements with agencies initiated via PayByPhone's dedicated account teams, as well as access to pricing and service details outlined in the Master Agreement and maintained within our centralized sales system.

Because PayByPhone is a fully cloud-based Software-as-a-Service (SaaS) provider, there are no retail, in-store, or third-party distributor channels involved. This eliminates pricing discrepancies across markets and ensures consistency in how services are deployed and billed.

To verify and audit compliance with Master Agreement pricing:

- Participating Agencies are provided with a formal pricing schedule aligned with the agreed discount structure (% off list price or fixed rate).
- Any pricing customizations or exceptions are documented through contract amendments or addenda.



- Detailed transaction-level reporting and monthly invoices are available through our back-office portal, offering full transparency into rates, user activity, and applicable fees.
- A dedicated Account Manager is assigned to each agency to ensure accurate application of pricing and ongoing adherence to contract terms.

PayByPhone's direct distribution model, combined with robust reporting and support infrastructure, ensures all Participating Agencies receive consistent, contract-compliant pricing under the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

As a fully digital Software-as-a-Service (SaaS) provider, PayByPhone manages all aspects of service delivery internally. There are no physical products to ship or handle, and no third-party distributors involved in delivering our core services to Participating Agencies or end users.

The use of a signage production partner however is often engaged for the optional fabrication and delivery of co-branded physical signage (e.g., parking zone signs or decals). This partner handles printing and shipping of signage materials based on specifications approved by each agency.

All other components, including implementation, account management, system maintenance, customer support, and reporting, are managed directly by PayByPhone's internal teams.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Not applicable. PayByPhone is a fully digital Software-as-a-Service (SaaS) provider and does not operate physical distribution facilities, warehouses, or a retail network.



3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

PayByPhone understands and supports OMNIA Partners' commitment to transparency by making solicitation and contract documentation publicly available for Participating Public Agencies to conduct due diligence. However, we respectfully request that certain portions of our response not be published on the OMNIA website due to the proprietary and forward-looking nature of the information they contain.

Specifically, we request that the following Next-Generation Capabilities (2025–2026 Roadmap) be withheld from public posting:

- **Future-Ready App Launch (July 2025):** Unified iOS/Android/web experience with enhanced reporting and accelerated feature deployment.
- **Consumer Vehicle Payments (CVP):** Enables users to manage tolls, insurance, and permits through the PayByPhone app (North American launch pending).
- **Real-Time Parking Availability:** Sensor-based occupancy data tools (currently piloted in France) with future U.S. expansion planned.
- **Cloud Parking API for Shared Mobility:** SDK-based, touchless parking integration with monthly billing for shared fleets (e.g., Free2Move).
- **EV Charging Locator & Fuel Finder:** EV charging and fuel price comparison tools powered by Plugsurfing and Allstar, slated for future release in North America.
- **White Label Capability:** Optional feature enabling full interface, signage, and communication branding customization for agency partners.

These features are part of PayByPhone's strategic product roadmap and have not yet been publicly launched. Premature publication of these innovations could compromise competitive advantage, misrepresent readiness timelines, or result in market confusion prior to official release.

We are happy to provide additional context or redacted documentation upon request and will coordinate with OMNIA to ensure that all publicly posted materials reflect our currently available offerings without disclosing sensitive forward-looking content.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days**
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days**

PayByPhone is committed to positioning the OMNIA Partners Master Agreement as our primary go-to-market strategy for public agencies across the United States. We have developed a comprehensive 90-day implementation and adoption plan designed to ensure alignment across executive leadership, national sales, and implementation teams.



Day 0–10: Executive Leadership Endorsement

- **Executive Sponsorship:** During the initial 10 days following the award, PayByPhone anticipates engaging executive leadership to support internal alignment and awareness of the OMNIA Partners Master Agreement.
- **Launch Communication:** Internal and external communications may be developed to highlight the new partnership, reinforce strategic direction, and support coordinated outreach to Participating Agencies.

Day 11–45: Training & Onboarding of Sales & Support Teams

- Internal efforts may focus on educating sales and support teams on the OMNIA contract structure, benefits, and onboarding process for Participating Agencies.
- Training formats could include webinars, team sessions, and updated internal resources such as quick-reference guides and FAQs.
- Supporting materials, such as co-branded pitch decks and pricing summaries, may be developed to assist with outreach and engagement.

Day 46–90: Field Engagement, Support Readiness & Agency Enablement

- **Public Sector Rollout Enablement:**
 - PayByPhone's Implementation and Client Success teams will be briefed on OMNIA contract terms, pricing models, and rollout protocols.
 - Dedicated onboarding specialists will be assigned to support new Participating Agencies under the OMNIA contract.
- **Agency Onboarding Tools:**
 - A templated implementation plan (based on our 6–8-week rollout model) will be made available to facilitate streamlined deployment.
 - Training materials will be shared with newly onboarded agencies.

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Provide Supplier's logo, content and keywords for OMNIA Partners website contract search and ecommerce platform

PayByPhone can provide OMNIA Partners with our approved logo, descriptive company content, and relevant keywords for use on the OMNIA website and contract search portal.

ii. Creation and distribution of an announcement or press release to Public Agencies, customers and/or trade publications



PayByPhone will issue a press release highlighting the OMNIA partnership and how the Master Agreement streamlines access for public agencies.

iii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

Within the first 90 days, PayByPhone will publish contract details and contact information related to the Master Agreement on its website.

iv. Design, publication and distribution of co-branded marketing materials within first 90 days

PayByPhone will collaborate with OMNIA Partners to design and distribute co-branded marketing materials during the initial 90-day period. These materials would support outreach to current and prospective public-sector clients.

v. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

PayByPhone intends to explore participation opportunities with OMNIA Partners at relevant national and regional events throughout the term of the Master Agreement, subject to internal approvals and event relevance.

vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, ads in trade publications, etc.)

PayByPhone will support the ongoing marketing and promotion of the Master Agreement through a variety of channels and formats. These may include case studies, digital collateral, co-branded presentations, and participation in industry events. Where appropriate, promotional content may be shared via PayByPhone's owned platforms, and through potential placements in relevant trade publications. All promotional efforts will aim to raise awareness of the Master Agreement and its benefits among public agencies.

vii. Dedicated OMNIA Partners page on Supplier's website with:

- ***OMNIA Partners standard logo;***
- ***Copy of original Request for Proposal;***
- ***Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;***



- **Summary of Products and pricing;**
- **Marketing Materials**
- **Electronic link to OMNIA Partners' website;**
- **A dedicated toll-free number and email address for OMNIA Partners**

PayByPhone will create a dedicated landing page for OMNIA Partners that includes the OMNIA Partners standard logo, a summary of available products and services, an electronic link to the OMNIA website, and a dedicated point of contact (email and phone). The page may also feature marketing materials, FAQs, and, subject to contractual review, links or references to the original RFP and Master Agreement documents.

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

PayByPhone will work with existing public agency clients to transition accounts to the OMNIA Master Agreement where appropriate, based on contract terms and agency preferences. Transitions would be handled smoothly and collaboratively to avoid service disruption.

OMNIA is expected to serve as PayByPhone's primary national cooperative contract. At this time, PayByPhone does not hold other national cooperative agreements of similar scope and will position OMNIA as the preferred option for public-sector engagements moving forward.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for use in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

PayByPhone acknowledges and agrees to provide its logo(s) to OMNIA Partners and grants permission for their use in marketing communications and promotional materials related to the Master Agreement. PayByPhone also acknowledges that the use of the OMNIA Partners logo will require prior permission for reproduction.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency***
- Best government pricing***
- No cost to participate***



iv. Non-exclusive

PayByPhone confirms it will make reasonable efforts to proactively promote its goods and services to Public Agencies nationwide and will follow up in a timely manner on leads provided by OMNIA Partners. Sales efforts may include the use of OMNIA-branded materials to communicate that the Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency, offers best government pricing, requires no cost to participate, and is non-exclusive, ensuring flexibility and transparency for Participating Agencies.

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

PayByPhone confirms it will train its national sales force on the OMNIA Partners Master Agreement. Training may include key features of the agreement, an overview of the solicitation and award process, the range of eligible Public Agencies, and the overall benefits of utilizing cooperative contracts. This training will help ensure the sales team can effectively communicate the value of the Master Agreement to prospective Participating Agencies.

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support:*** Carmen Donnell | cdonnell@paybyphone.com | +1 778 227 3245
- ii. Marketing:*** Jacqueline Ng | Jacqueline.Ng@paybyphone.com
- iii. Sales:*** Kemata McCline | KEMATA.MCCLINE@paybyphone.com
- iv. Sales Support:*** Cameron Sinclair | csinclair@paybyphone.com
- v. Financial Reporting:*** Kavita Thakorlal | kavita.thakorlal@paybyphone.com
- vi. Accounts Payable:*** Kavita Thakorlal | kavita.thakorlal@paybyphone.com
- vii. Contracts:*** Carmen Donnell | cdonnell@paybyphone.com

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

PayByPhone's national sales force is structured to serve the diverse needs of public-sector clients across North America, including municipalities, universities, and transportation authorities. The team operates regionally and is supported by subject matter experts in legal, implementation, finance, and compliance to



ensure that pricing models, contract structures, and onboarding are aligned with client requirements and evolving industry standards.

Sales team members are trained to understand and communicate the nuances of PayByPhone's two primary fee structures:

- **Standard Model:** Where PayByPhone charges a transaction fee to the operator, and the operator sets and collects a user-facing convenience fee.
- **Direct User Charging Model:** Where PayByPhone charges a service fee directly to the end user, eliminating the need for operator transaction or convenience fees.

Each model influences the financial and operational setup for the client and is presented transparently during the sales process, including discussions on funds flow, tax treatment, and Merchant of Record (MOR) responsibilities. The sales team is also equipped to explain proposed pricing scenarios and ensure clients understand the legal, accounting, and compliance considerations tied to each model.

Sales activities are supported by a dedicated account management team, a centralized implementation function, and strategic oversight to ensure alignment between public-sector goals and PayByPhone's delivery capabilities.

For inquiries related to national sales strategy or executive-level engagement, the highest-level contact currently overseeing public-sector sales in North America is:

- Carmen Donnell | Managing Director, North America | Email: cdonnell@paybyphone.com

Carmen provides strategic direction for PayByPhone's public-sector growth and collaborates closely with internal departments to support long-term client success.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

PayByPhone's sales, implementation, and client success teams will coordinate with OMNIA Partners to support the launch and growth of the national program. This may include joint marketing efforts, lead follow-up, co-branded collateral, and participation in OMNIA-sponsored events.

Sales teams will be trained on the Master Agreement and work with OMNIA to promote it as a streamlined procurement option. Participating Agencies onboarded through OMNIA will receive consistent support, with ongoing collaboration to ensure program success and adoption nationwide.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

PayByPhone will manage the OMNIA Partners program through coordinated efforts across sales, marketing, and implementation teams. A dedicated team will oversee account setup, contract administration, and ongoing support to ensure timely onboarding and service delivery.

Marketing and sales activities will be aligned with OMNIA through regular check in calls with the OMNIA Account Executive, joint campaigns, updated materials, and participation in key events. Contract management, including updates and compliance, will be centrally coordinated to ensure consistency across all Participating Agencies.



K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

PayByPhone's public agency sales for the previous fiscal year totaled 13,470,689.

List of PayByPhone's Top 10 Public Agency Customers:

Rank	Client Name	Total 2024 Revenue
01	Miami Parking Authority – MPA	\$2,008,122
02	City of Seattle, WA	\$1,108,864
03	City & County of San Francisco, CA	\$1,125,225
04	City of Coral Gables, FL	\$911,501
05	City of Fort Lauderdale, FL	\$1,004,977
06	MBTA	\$608,182
07	City and County of Denver	\$344,783
08	City of Miami Beach, FL	\$395,958
09	City of South Miami	\$351,538
10	City of Pompano Beach, FL	\$286,565
Top 10 Total:		\$8,145,716 (60%)

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

PayByPhone's information systems are built to support the full lifecycle of parking transactions, from session initiation to payment processing and reconciliation, through a secure, scalable, and cloud-based infrastructure. Our core platform integrates multiple systems to ensure seamless order management and financial operations across all user touchpoints.

Capabilities:

- **Transaction Lifecycle Management:**

Transactions begin when a user initiates a parking session through one of our platforms, mobile app (iOS/Android), mobile web, desktop web, IVR (interactive voice response), or voice assistants (e.g., Siri, Alexa). Each platform feeds into our centralized backend system for real-time processing.

- **Payment Processing:**



PayByPhone supports multiple payment methods, including credit/debit cards, Apple Pay, Google Pay, PayPal, and wallet-based options. The system ensures PCI-DSS Level 1 compliance and tokenization to protect sensitive payment data.

- **Merchant of Record (MOR) Flexibility:**

Our platform supports either the City or PayByPhone serving as the Merchant of Record. When PayByPhone acts as MOR, we handle payment processing, chargeback management, ACH remittance, and detailed reconciliation reporting.

- **Back-Office Portal:**

Our cloud-based administrative portal allows authorized staff to monitor transactions, view real-time activity, download reports (CSV, Excel, PDF), issue refunds (manual or automated, depending on configuration), and configure rate and zone settings. All data is accessible 24/7 via a secure login.

- **System Integration:**

We integrate seamlessly with external systems (e.g., enforcement, merchant accounts, data warehouses) using RESTful APIs and support real-time. These integrations ensure compliance with city-specific workflows and accounting structures.

Limitations:

- **Citation Payment Not Included:**

While we integrate with citation enforcement systems, direct citation payment functionality is not currently embedded in the core PayByPhone app.



N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.



iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

In the event that a Public Agency issues its own solicitation for products or services covered under the OMNIA Partners Master Agreement, PayByPhone may evaluate the opportunity and respond based on the specific conditions of the procurement.

Possible approaches may include:

- Referencing Master Agreement pricing where allowed and appropriate.
- Offering pricing below the Master Agreement's not-to-exceed rates if competitive conditions justify it, while continuing to align with the Master Agreement where feasible.
- Responding outside the scope of the Master Agreement only if the Public Agency expressly does not permit use of cooperative contracts.
- Submitting Master Agreement pricing as an alternate proposal if multiple responses are permitted.

This flexible approach allows PayByPhone to address varying procurement requirements while supporting the broader goals of the OMNIA cooperative purchasing program when possible.



2. The successful supplier will be required to sign Appendix B, Exhibit B, OMNIA Partners Administration Agreement prior to contract award. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to OMNIA Partners Administration Agreement.

PayByPhone reviews and negotiates all contracts directly and will evaluate the OMNIA Partners Administration Agreement as part of its internal legal review process. At this time, no exceptions are proposed; however, final acceptance will be subject to successful completion of that review.

3. Include completed Appendix B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

See Appendix 1

4. Provide available ordering methods (online ordering, order tracking, search options, order history, etc.).

As a digital Software-as-a-Service (SaaS) platform, PayByPhone does not require traditional product ordering. Services are initiated through executed agreements and system configuration rather than an online checkout process. Each contract, or order, is created by the responsible Sales Director, directly with the purchasing agency. The contract will call out services ordered.

5. What is supplier's average on time delivery rate? Describe Supplier's history of meeting the shipping and delivery timelines.

As a digital SaaS provider, PayByPhone does not ship physical products. Service delivery involves system setup and onboarding, which typically occurs within 6–8 weeks and is managed collaboratively with each agency.

PayByPhone has a strong history of meeting implementation timelines. For signage, a third-party print vendor is used, and deliveries are coordinated to align with client schedules.

6. Describe how supplier responds to emergency orders.

As a digital SaaS provider, PayByPhone does not process traditional product orders. However, in time-sensitive or urgent scenarios, such as accelerated onboarding, rate changes, or system updates, PayByPhone can prioritize support through its dedicated account management and technical teams. Emergency requests are triaged promptly, and resources are allocated to ensure minimal disruption and timely resolution.



7. What is supplier's average Fill Rate?

As a Software-as-a-Service (SaaS) provider, PayByPhone does not fulfill traditional product orders and therefore does not calculate a fill rate in the conventional sense. However, service delivery, such as onboarding, rate configurations, and system updates, is consistently completed on schedule and in full according to project requirements.

8. Describe supplier's return and restocking policy.

As a digital Software-as-a-Service (SaaS) provider, PayByPhone does not offer physical products and therefore does not have a return or restocking policy. All services are delivered electronically and managed through contractual agreements with Participating Agencies. Any service adjustments or cancellations are handled in accordance with the terms outlined in the agreement.

9. Describe supplier's ability to meet service and warranty needs. Proposal should address life expectancy of equipment under normal use; applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period; availability of replacement parts; and detailed information as to proposed return policy on all equipment.

As a cloud-based Software-as-a-Service (SaaS) provider, PayByPhone does not supply physical equipment or hardware and therefore does not offer warranties, replacement parts, or return policies related to installations. All services are delivered digitally and governed by contractual terms outlining service levels, system uptime expectations, and support response times.

In the event a bug or technical issue is discovered, clients can report it directly to our Client Support Team. Each submission is triaged, tracked, and escalated based on severity, through our Zendesk-powered support platform. Our internal teams work promptly to identify the root cause, implement a resolution, and deploy necessary fixes. Updates and patches are rolled out automatically through our platform to minimize downtime and disruption, ensuring that clients always have access to the most secure and stable version of the system.

10. Describe any extended warranty programs or service maintenance programs.

As a digital Software-as-a-Service (SaaS) provider, PayByPhone does not offer traditional extended warranty or equipment maintenance programs. However, all clients benefit from ongoing platform support, regular system updates, and continuous monitoring as part of the standard service.

Participating Agencies receive access to technical support, account management, and platform enhancements at no additional cost, ensuring long-term system reliability without the need for separate maintenance contracts.



11. The supplier shall provide timely and accurate technical advice and sales support. The supplier shall respond to such requests within one (1) working day after receipt of the request. Describe supplier's customer service/problem resolution process and ability to meet the one working day response time. Include hours of operation, number of services, etc.

PayByPhone provides high-touch, responsive support to Participating Agencies through a dedicated account manager, a specialized client support team, and a 24/7/365 end-user service line. Administrative inquiries are typically acknowledged within one business day, with urgent technical issues often addressed by the next business day.

Support is coordinated using Zendesk, our cloud-based ticketing system that tracks response times, monitors performance, and triggers alerts for recurring issues. Standard technical inquiries are typically responded to within 60 minutes during business hours (8 a.m.–5 p.m. local time, Monday–Friday).

For emergency situations, agency staff can contact our 24/7/365 toll-free support line or email with issue details for escalation.

Training is delivered virtually or through self-paced resources and includes tailored programs for system administrators, enforcement teams, finance staff, and customer service representatives. All training is supported by updated documentation and refresher sessions as needed.

This support structure ensures timely resolution, transparency, and long-term success for Participating Agencies using the PayByPhone platform.

12. Describe supplier's contract implementation/customer transition plan.

PayByPhone follows a structured, proven implementation framework designed to ensure a smooth, timely transition for Participating Agencies under the OMNIA Master Agreement. Our typical onboarding timeline spans 6–8 weeks, depending on the timely receipt of required information and inputs from the client, but our flexible, collaborative approach allows us to adapt to each agency's unique needs and launch schedule.

Each agency is supported by a dedicated Account Manager and an experienced implementation team who oversee all key workstreams, system setup, rate configuration, financial onboarding, staff training, and marketing coordination. Agencies that require signage support are also guided through collaborative design and content development, with installation responsibilities remaining at the local level.

Standard Implementation Plan

1. **Kick-Off Meeting** – Align on scope, stakeholders, timeline, and contract requirements.
2. **Data Collection** – Gather rate structures, parking locations, enforcement rules, and agency contacts.
3. **Financial Setup** – Configure payment accounts, validate remittance processes, and run test transactions.
4. **System Configuration** – Load parking rules, rates, and zone data into the platform.
5. **Testing & QA** – Conduct internal validation and agency-led user acceptance testing (UAT).
6. **Enforcement Integration** – Set up and test LPR or handheld enforcement system integrations.
7. **Marketing & Signage** – Provide signage design support and launch communication materials aligned with agency branding.



8. **Training & Knowledge Transfer** – Deliver role-based training to admin, enforcement, finance, and support teams.
9. **Go-Live & Post-Launch** – Final system checks, real-time monitoring, and ongoing support.

Training and Support

PayByPhone provides comprehensive training tailored to the needs of each agency. Training is offered virtually or self-paced via digital resources and supported by updated user manuals and guides. Ongoing refresher sessions are available post-launch to ensure staff remain up to date on new features and best practices.

This implementation model is scalable, repeatable, and built to ensure Participating Agencies can quickly transition to a fully operational system with minimal disruption and full confidence in service continuity.

13. Describe the financial condition of supplier.

PayByPhone U.S. Inc. is a wholly owned subsidiary of PayByPhone Technologies Inc., which is itself wholly owned by Corpay, a publicly traded Fortune 1000 global payments company. As part of Corpay's corporate family, both PayByPhone U.S. Inc. and PayByPhone Technologies Inc. benefit from strong financial backing, stable infrastructure, and robust compliance frameworks. This corporate structure ensures operational continuity and supports our ability to deliver long-term, scalable services to public-sector clients with confidence and financial stability.

We respectfully request that PayByPhone Technologies Inc., as the 100% owner of PayByPhone U.S. Inc., be included in the business account and recognized as an additional contracting entity for the provision of mobile payment services under this agreement.

14. Provide a website link to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

PayByPhone's public website can be accessed at: www.paybyphone.com

As a Software-as-a-Service (SaaS) provider, PayByPhone does not offer traditional e-commerce functions such as online ordering or returns. Instead, the website serves as a central hub for drivers, partners, and public agencies to learn about PayByPhone's services, explore coverage areas, and access helpful resources. It features:

- **Service Information:** Overview of PayByPhone's mobile payment platform, benefits, and key features
- **City Finder Tool:** Searchable map showing PayByPhone-enabled parking locations worldwide
- **Support Center:** Extensive self-help resources, FAQs, and multilingual support contact information
- **Mobile Payment Access:** Drivers can initiate or extend parking sessions directly through the mobile web version
- **App Download Links:** Direct links to the iOS and Android app stores
- **Sustainability and Innovation Highlights:** Information on PayByPhone's green initiatives and upcoming platform enhancements



The website is fully mobile-responsive, WCAG-compliant, and optimized for accessibility across devices. For Participating Agencies, PayByPhone provides access to a secure administrative portal (separate from the public website). This portal enables authorized agency staff to:

- Manage rate and zone configurations
- Access real-time parking activity and revenue data
- Generate financial and operational reports
- Administer staff roles and permissions
- Track user trends and system performance

15. Describe the supplier's safety record.

As a digital Software-as-a-Service (SaaS) provider, PayByPhone does not manufacture, distribute, or install physical equipment and therefore does not maintain a traditional workplace safety or incident record related to physical operations. However, PayByPhone maintains rigorous internal protocols for employee well-being, data security, and service reliability, and complies with all applicable labor and workplace regulations in the jurisdictions where it operates.

16. Describe technology used to support the contract.

PayByPhone delivers its services through a secure, cloud-based Software-as-a-Service (SaaS) platform designed specifically for public-sector parking and mobility management. The system supports:

- Real-time parking transactions via mobile app, web, phone (IVR), and SMS
- A scalable global architecture hosted in secure, redundant environments
- A secure back-office portal for agencies to manage zones, rates, reports, and user roles
- API integrations with enforcement systems, License Plate Recognition (LPR), and third-party platforms
- PCI-DSS Level 1 and SOC 2 Type 2 compliance for data security and financial processing
- Zendesk CRM for issue tracking, support analytics, and proactive service monitoring
- Optional add-ons

This technology stack ensures reliability, configurability, and transparency for Participating Agencies using the OMNIA Master Agreement.



17. Provide any additional information relevant to this section.

PayByPhone is committed to delivering innovative, secure, and accessible parking solutions that evolve alongside the needs of Public Agencies. As part of Corpay, a Fortune 1000 global payments company, we bring financial stability, scalable infrastructure, and a long-term vision to every engagement.

Our platform is continuously enhanced with new features, ensuring Participating Agencies benefit from forward-looking mobility solutions throughout the life of the contract. We welcome the opportunity to support agencies nationwide through the OMNIA Partners cooperative.



Section 4 – References & Experience



Section 4 – References & Experience

1. Provide a brief history of the supplier, including year it was established and corporate office location.

PayByPhone is a global leader in mobility payment solutions, delivering a seamless, secure, and scalable parking experience through intuitive mobile and web platforms. With over 25 years of experience, our PCI-DSS Level 1 compliant platform is trusted by more than 1,400 cities across six countries, including major North American municipalities, universities, and public agencies.

As a wholly owned subsidiary of Corpay, a publicly traded global payments company, PayByPhone benefits from the stability, infrastructure, and innovation of a Fortune 1000 enterprise. This foundation empowers us to deliver long-term, reliable service to complex public-sector operations.

Our platform is built for continuous innovation, operational excellence, and user-centric design, enabling real-time enforcement, flexible pricing, multilingual support, and advanced reporting. In addition to smart parking, we're expanding into comprehensive vehicle services that support drivers throughout ownership and maintenance, eliminating the need for hardware-based infrastructure.

Below is a brief overview of our journey and key milestones:



Figure 4 - PayByPhone's Timeline

Company Profile

- **Legal name of Proposer company:** PayByPhone U.S.¹ Inc. c/o Corpay
- **Name of Parent Corporation, if any:** Corpay
- **Business Address:** 3280 Peachtree Road, Suite 2400, Atlanta, GA 30305, USA

¹ We respectfully request that PayByPhone Technologies Inc., as the 100% owner of PayByPhone U.S. Inc., be included in the business account and recognized as an additional contracting entity for the provision of mobile payment services under this agreement.



- **Year Established:** 2000
- **Number of years in Business:** 25 years
- **Total Number of Employees:** 270

2. Describe supplier's reputation in the marketplace.

Since 2000, PayByPhone has deployed mobile parking solutions in over 1,400 cities globally. Notable recent U.S. implementations include Seattle, Miami Beach, Fort Lauderdale, Baltimore, and Kansas City, demonstrating our ability to operate in high-demand urban environments and integrate with complex enforcement and financial ecosystems.

In 2024 alone, PayByPhone processed over 235.5 million transactions globally, served more than 105 million users, and supported 7.8 million active users across the United States.

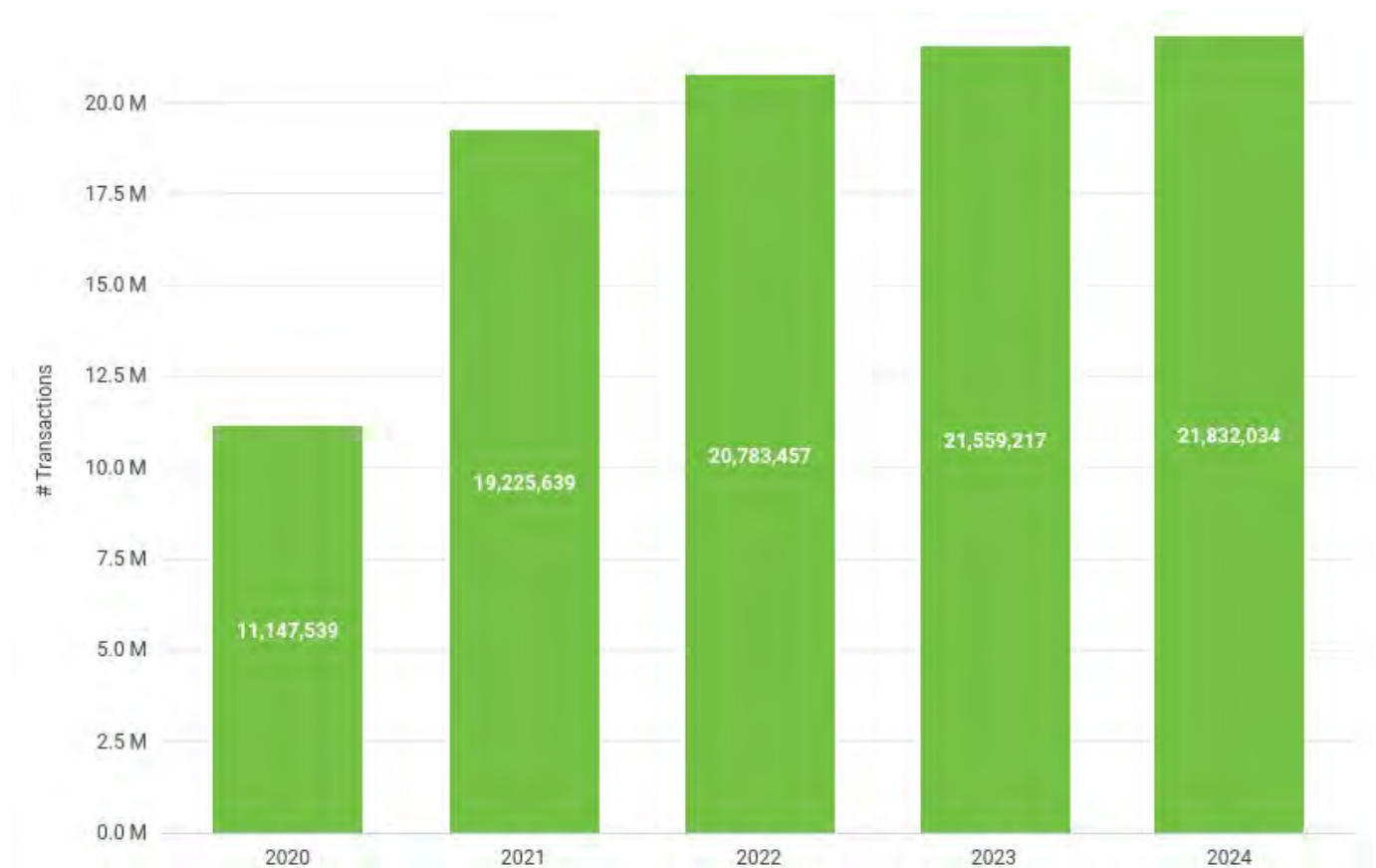


Figure 5 - Transaction Volumes in the US (Past 5 Years)

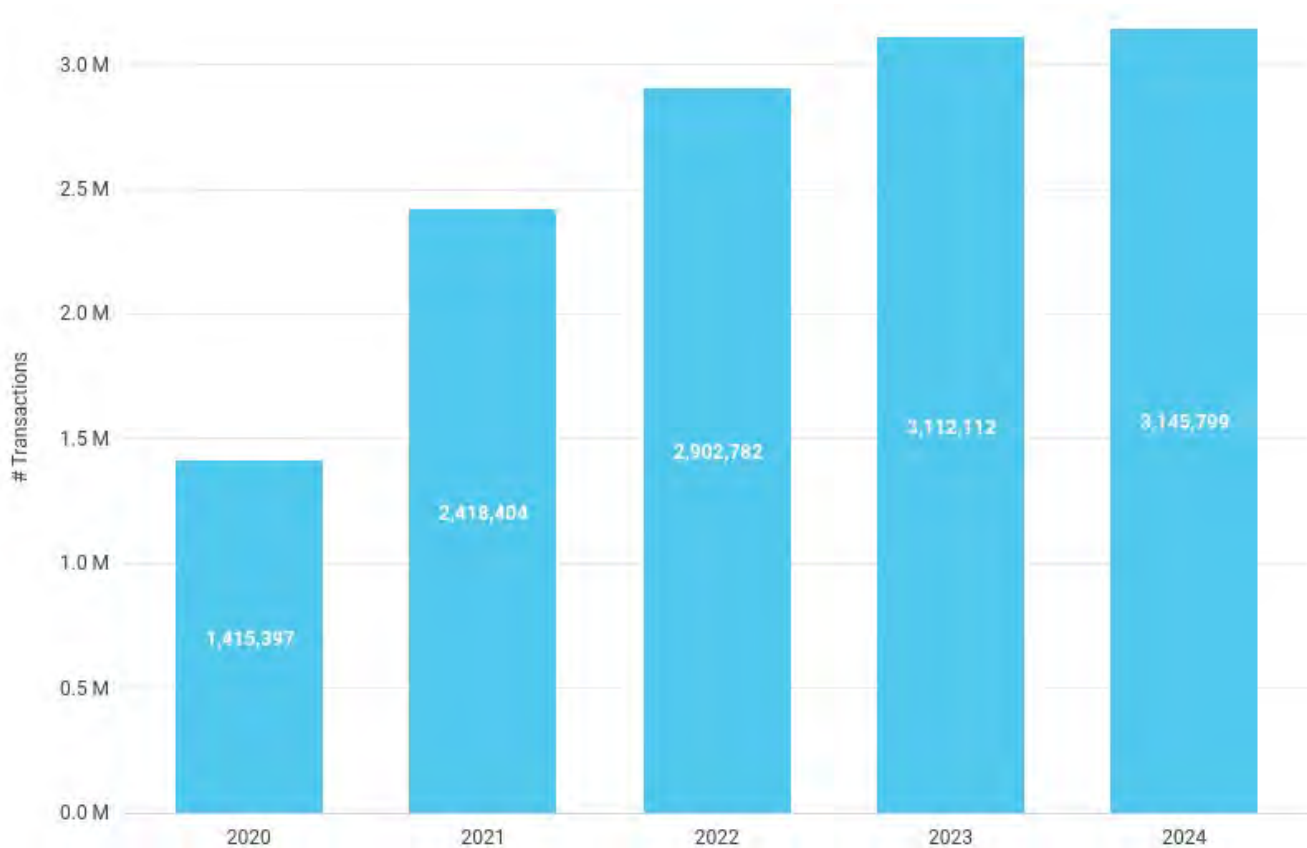


Figure 6 - Active Users' Volumes in the US (Past 5 Years)

3. Describe supplier's reputation of products and services in the marketplace.

PayByPhone's cloud-based Software-as-a-Service (SaaS) platform is highly regarded in the marketplace for its reliability, scalability, and user-centric design. Our services consistently receive strong feedback from both end users and public-sector clients, with over 1.6 million 5-star reviews across iOS and Android reflecting a seamless and intuitive parking experience.

Our SaaS platform supports flexible rate structures, real-time data reporting, API integrations with enforcement and payment systems, and role-based administrative controls, all hosted in secure, redundant environments that meet PCI-DSS Level 1 and SOC 2 Type 2 standards.

PayByPhone's reputation is built on more than two decades of delivering innovative, high-performing solutions to cities, universities, and agencies globally, backed by continuous platform enhancements that support evolving mobility needs.

4. Describe the experience and qualifications of key employees.

PayByPhone is supported by a multidisciplinary team of seasoned professionals with deep expertise in parking technology, operations, public-sector sales, client success, and mobility innovation. The following key personnel contribute to the successful delivery and ongoing support of programs under the OMNIA Partners Master Agreement:



- **Jonny Combe, President & Chief Executive Officer (CEO)** – Provides overall leadership and strategic vision. With a strong background in mobility innovation, Jonny guides company direction and public-sector alignment.
- **JP LeBlanc, Chief Technology Officer (CTO)** – Leads the company's technology roadmap, including platform development, integrations, and system security.
- **Anthony Cashel, Chief Operations Officer (COO)** – Oversees service delivery, operational strategy, and performance across PayByPhone's global footprint.
- **Carmen Donnell, Managing Director, North America** – Provides strategic leadership for public- and private-sector initiatives across the U.S. and Canada, ensuring long-term client success and market growth.
- **Kemata McCline, Director of Sales** – Responsible for national sales leadership and strategic public-sector engagement.
- **Teresa Trussell, Regional Sales Director** – Leads agency engagement across the Southeastern U.S. with expertise in client acquisition, contract management, and cooperative purchasing.
- **Joni Eros, Regional Sales Director** – Oversees public-sector relationships in the Northwestern U.S., offering consultative support and regional strategy execution.
- **Sang Hwang, Regional Sales Director** – Manages partnerships in the Northeastern U.S., with deep experience in mobility and technology-driven sales.
- **Thomas McMillan, Regional Sales Director** – Supports growth across the Southwestern U.S., focusing on municipal and institutional mobility solutions.
- **Director of Client Success** – [Role currently vacant] — This leadership role oversees the national client success team to ensure operational excellence and customer satisfaction.
- **Dedicated Account Manager(s)** – Serve as the primary point of contact for Participating Agencies, coordinating day-to-day support, performance reviews, and escalations.
- **Cameron Sinclair, Manager, Operations & Implementations, North America** – Leads system integrations, technical configuration, and enforcement connectivity.
- **Courtney Jewell, Client Success Onboarding Manager** – Manages onboarding timelines, merchant account setup, portal configuration, and training delivery.
- **Jacqueline Ng, Marketing Manager** – Oversees Go-Live campaigns to increase awareness and adoption in our public sector clients.
- **Jesse Wood, Senior Multimedia Designer** – Oversees development of branded materials, signage, and educational assets to support user adoption and agency communications.

Together, this experienced team ensures smooth implementation, strategic alignment, and long-term support for agencies using PayByPhone's platform under the OMNIA Master Agreement.

We acknowledge that OMNIA Partners has not requested resumes for key staff members. With that in mind and knowing that staff may change on a project-by-project basis, PayByPhone would be happy to supply resumes upon request when and where needed.

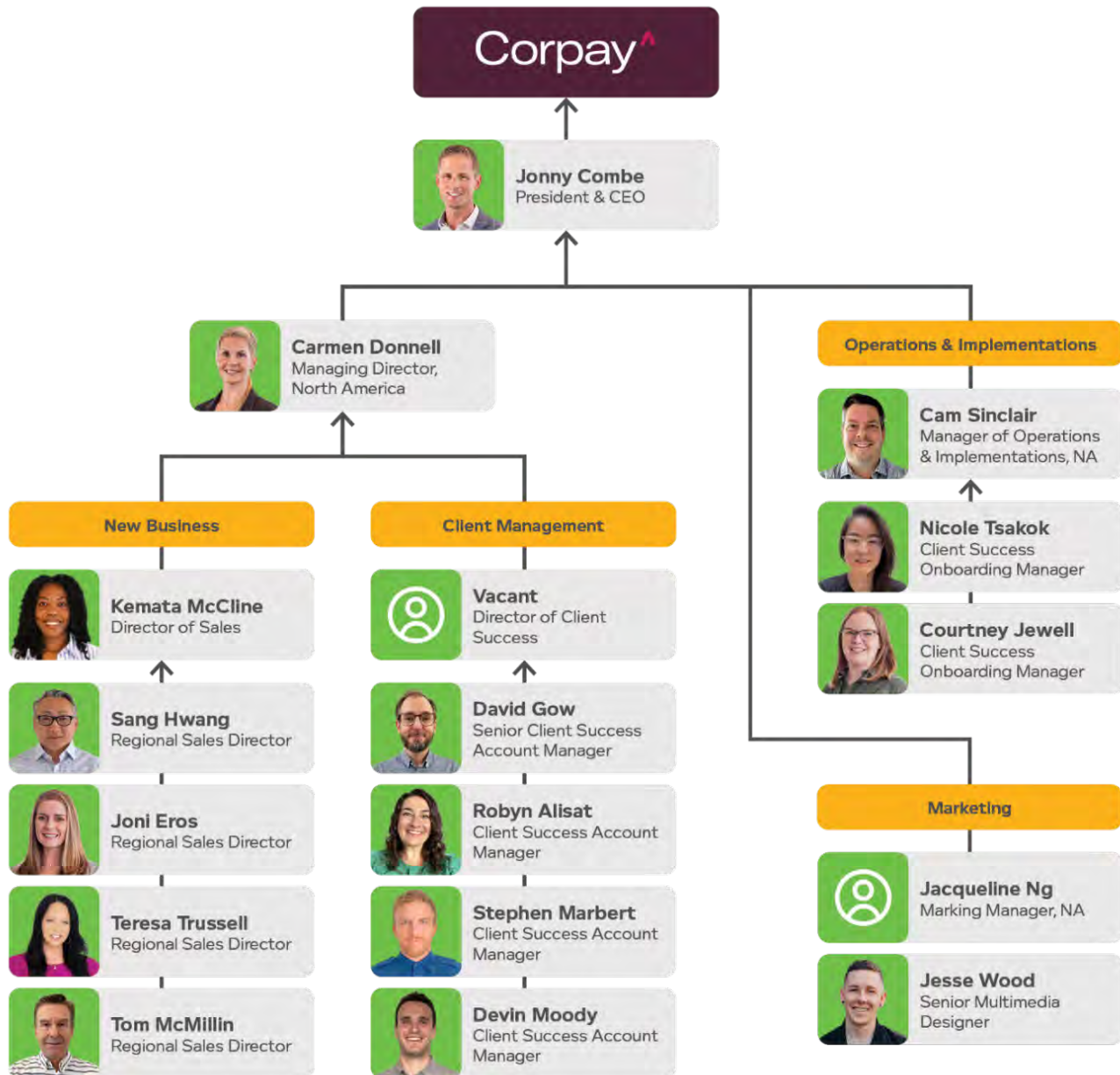


Figure 7 - Organizational Chart

5. Describe supplier's experience working with the government sector.

PayByPhone has over 25 years of experience serving the public sector, with successful deployments in more than 1,400 cities worldwide, including major U.S. municipalities such as Seattle, Miami Beach, Fort Lauderdale, Baltimore, and Kansas City. Our platform is trusted by governments at the city, county, and state levels, as well as by transit agencies and universities.

We understand the unique procurement, compliance, and reporting requirements of public-sector clients and offer a flexible, secure platform that supports ADA, WCAG 2.1, PCI-DSS Level 1, and SOC 2 Type 2 standards. Our dedicated public-sector sales and support teams provide tailored implementation, training, and account management to ensure long-term success for government partners across North America.



6. Describe any social diversity initiatives.

PayByPhone is committed to fostering an inclusive and diverse workplace and supporting equitable access through its products and practices. While not currently part of a formal diversity certification program,

PayByPhone promotes social equity through:

- **Accessible Product Design:** Ensuring our mobile app and web platform meet WCAG 2.1 Level AA and ADA compliance standards, making parking more accessible for all users, including those with disabilities.
- **Inclusive Hiring Practices:** PayByPhone supports diversity in recruitment by promoting equal opportunity hiring and creating inclusive candidate pipelines across North America and globally.
- **Community-Focused Programs:** Initiatives such as Meters for Trees, Emit-less, and Donate Your Device are designed to support environmental and social goals that benefit underrepresented communities.
- As a subsidiary of Corpay, PayByPhone also aligns with corporate-level ESG (Environmental, Social, and Governance) priorities that promote equity, sustainability, and responsible business practices.

7. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

To the best of our knowledge, PayByPhone and its current officers and directors have not been involved in any litigation, bankruptcy, reorganization, or state investigations that would be material to this contract or impact our ability to deliver services under the Master Agreement.

8. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.



1. The Miami Parking Authority, FL

Contact Name: Alejandra Argudin
Telephone: 305 373 6789
Email: aargudin@miamiparking.com

Account Type: Municipal
Go-live: August 2008
Years Served: 17
Number of locations: 409
Number of Metered Spaces: 11,045

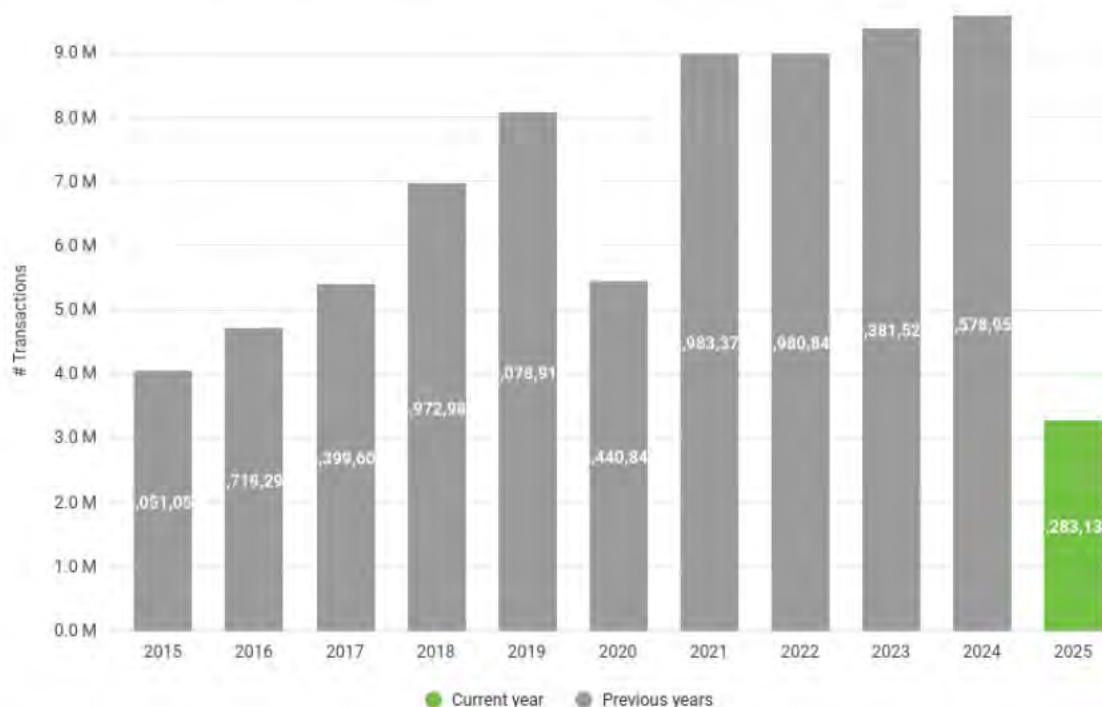
A Trusted, Long-Term Partnership

PayByPhone has been partnering with the Miami Parking Authority (MPA) since 2008, providing mobile payment services. On March 3rd, 2025, a new 5-year fixed term was executed, with an option to extend for an additional five years.

Our long-standing relationship with MPA allows parkers to pay for parking using mobile devices and has grown over the years to over 98% of parking revenue transacting through PayByPhone. We also offer various integrations to meet MPA's needs and support marketing and parker education efforts.

Throughout our partnership, we have consistently supported MPA, evidenced by our long service and growing user base in South Florida. We ensure timely responses to all inquiries and have completed all requested integrations and services, including:

- Mobile Payment Services Setup
- Enforcement Integration Services (in-house integrations + LPR)
- Individual Reporting & Portal Training
- Multiple Integration Services
- Rights & Rates Resident Discount Program
- Weekly Revenue Reconciliation





2. The City of Galveston, TX

Contact Name: Nicholas Yeley
Contact Title: Sergeant City Marshall
Telephone: 409 797 3647
Email: NYeley@galvestonTX.gov

Account Type: Municipal
Go-live: March 25, 2013
Years Serviced: 12
Number of locations: 10
Number of Metered Spaces: 13,171

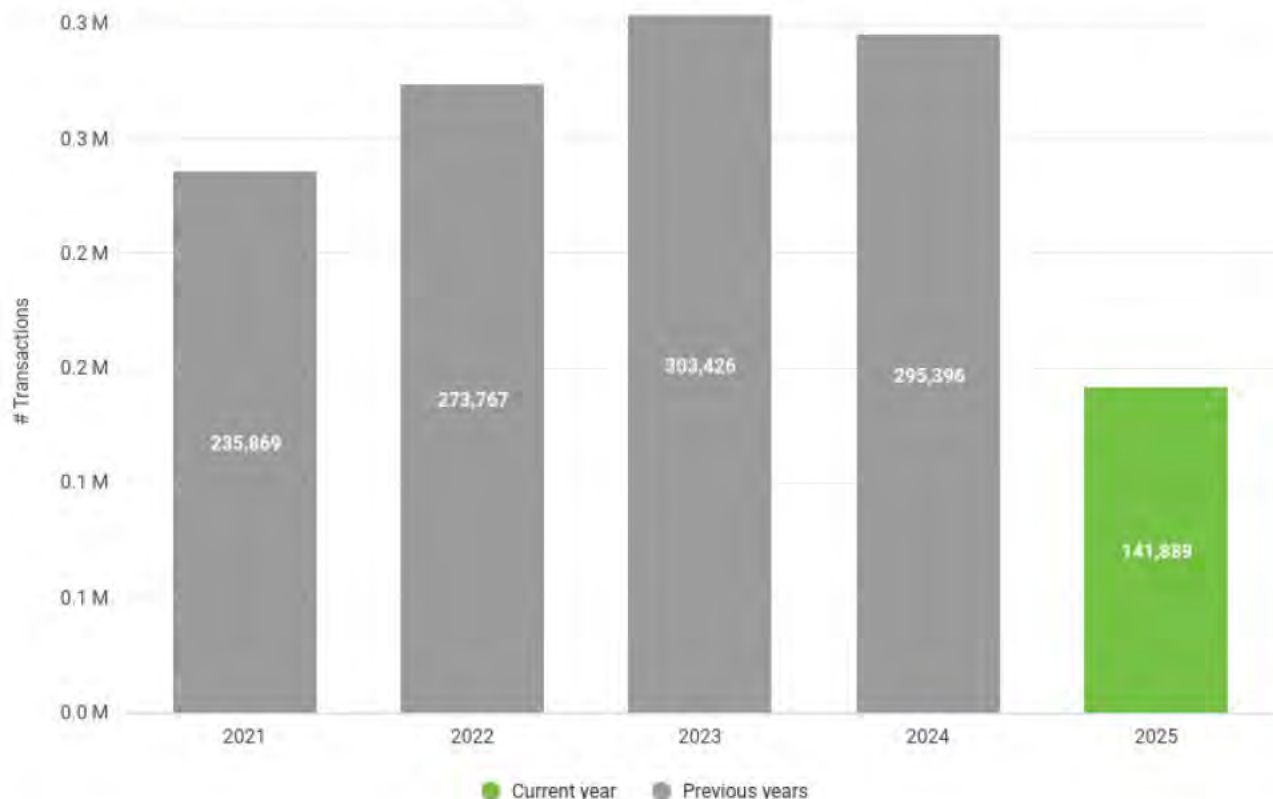
A Forward-Thinking Partnership with Measurable Results

On March 25, 2013, the City of Galveston and the Galveston Parks Board selected PayByPhone to introduce mobile payment technology for the first time, expanding the City's existing parking payment options. Our partnership was driven by a shared goal to modernize the parking experience while increasing revenue generation for the City.

Introducing mobile payments to Galveston was a new endeavor, and PayByPhone worked closely with City officials to ensure a smooth transition. We collaborated to develop mutually agreeable terms, recognizing the importance of trust and flexibility in launching a new service model.

All requested services and integrations were delivered on time, including the full setup of mobile payment services, seamless integration with the gtechna enforcement system, customized reporting and portal training for City staff, targeted marketing campaign support to promote the new payment options, and a comprehensive city-wide signage refresh initiative to guide and inform parkers.

This partnership exemplifies how thoughtful collaboration and a shared commitment to innovation can enhance city operations while improving the overall experience for residents and visitors.





3. The City of Seattle, WA

Contact Name: Mary Catherine Snyder
Telephone: 206 684 8110
Email: marycatherine.snyder@seattle.gov

Account Type: Municipal
Go-live: July 18, 2013
Years Serviced: 12
Number of locations: 2,201
Number of Metered Spaces: 12,100

A Long-Standing, Evolving Partnership

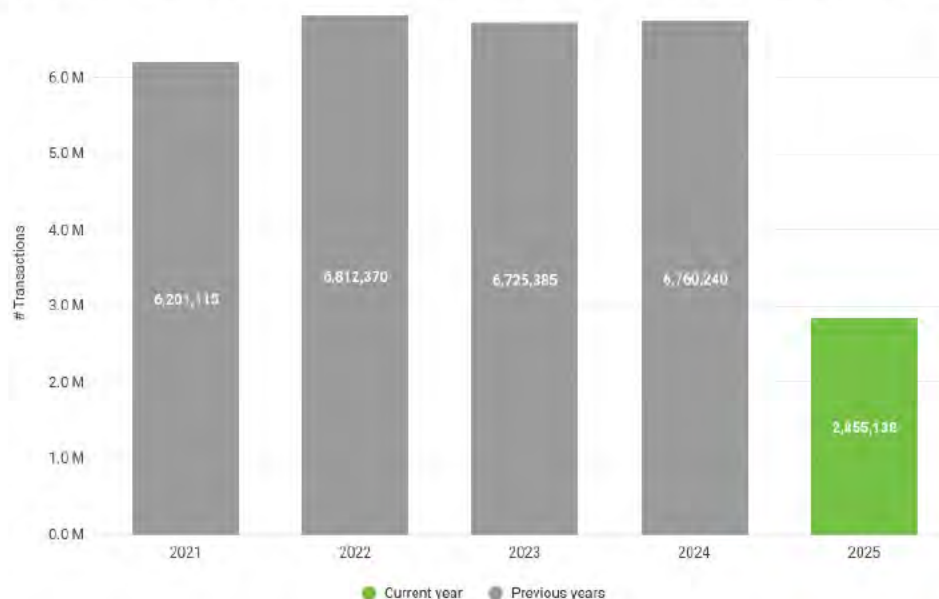
The City of Seattle (SDOT) selected PayByPhone in 2013 to enhance their existing parking payment options with mobile payment services. Our partnership aims to increase mobile payment adoption within Seattle's 12,000+ on-street parking spaces and support digital payment solutions for parkers. Over the years, this collaboration has led to significant growth, with mobile payments now surpassing physical payments in Seattle.

Beyond mobile payment services, PayByPhone provides the City of Seattle with various additional services. We work closely with the city to understand and meet their specific needs. A recent example of our collaboration is the ongoing API Integration for automated rates management, showcasing our commitment to responsive and tailored support.

Our services include:

- Marketing Campaigns
- API Integration for Dynamic Rates Management
- Enforcement Integrations with gtechna & IPS
- Monthly Reconciliation Services

Together, we continue to build on a strong foundation, delivering forward-thinking solutions that enhance mobility, drive operational efficiency, and support the City's long-term transportation goals.





4. University of Miami, FL

Contact Name: Eli Stephan

Contact Title: Dir. Facilities and Operations,
Parking & Transportation

Telephone: 305 284 3081

Email: e.stephan@miami.edu

Account Type: University

Go-live: July 17, 2017

Years Serviced: 7 years, 9 months

Student Population: 17,003

Number of Metered Spaces: 11,276

A Strategic, Reliable, and Forward-Thinking Partnership

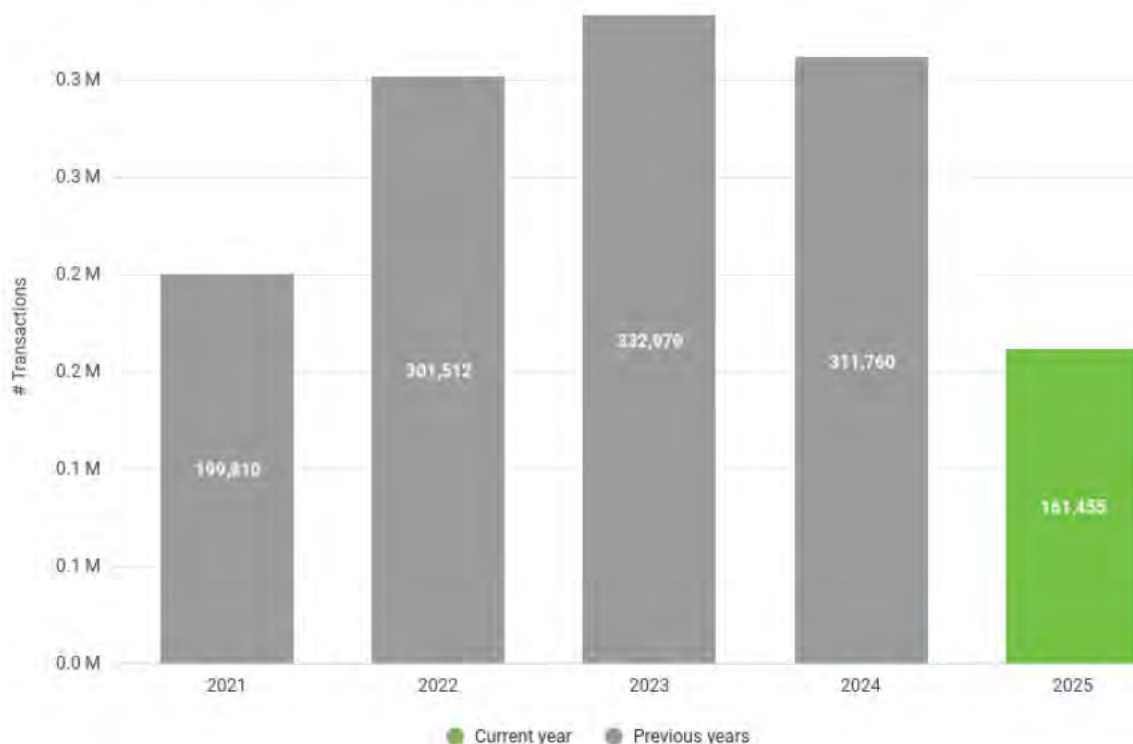
Since 2017, PayByPhone has proudly partnered with the University of Miami to provide a seamless and innovative mobile parking payment solution. Our collaboration has spanned over seven years, with the most recent amendment on August 22, 2023, a clear testament to the University's trust in PayByPhone and our continued commitment to delivering excellence.

Through this partnership, University of Miami parkers can conveniently pay for parking using the PayByPhone app, our website, or our IVR system, ensuring accessibility and ease of use for all.

Beyond payments, we've also integrated with the University's enforcement systems and introduced advanced tools like Rights and Rates, enabling customized pricing based on user profiles in alignment with university policies.

Together, we also launched the Offstreet validation and event permit solution, enhancing the University's ability to manage departmental and event-based parking efficiently—a forward-thinking approach to campus mobility.

Moreover, PayByPhone continues to invest in education and outreach, supporting marketing efforts and ensuring a smooth experience for all parkers on campus.





5. San Diego State University, CA

Contact Name: JD Weidman
Contact Title: Director of Transportation
Telephone: 619 594 6671
Email: jweidman@sdsu.edu

Account Type: University
Go-live: April 3, 2018
Years Served: 7 years
Student Population: 37,402
Number of Metered Spaces: 9,044

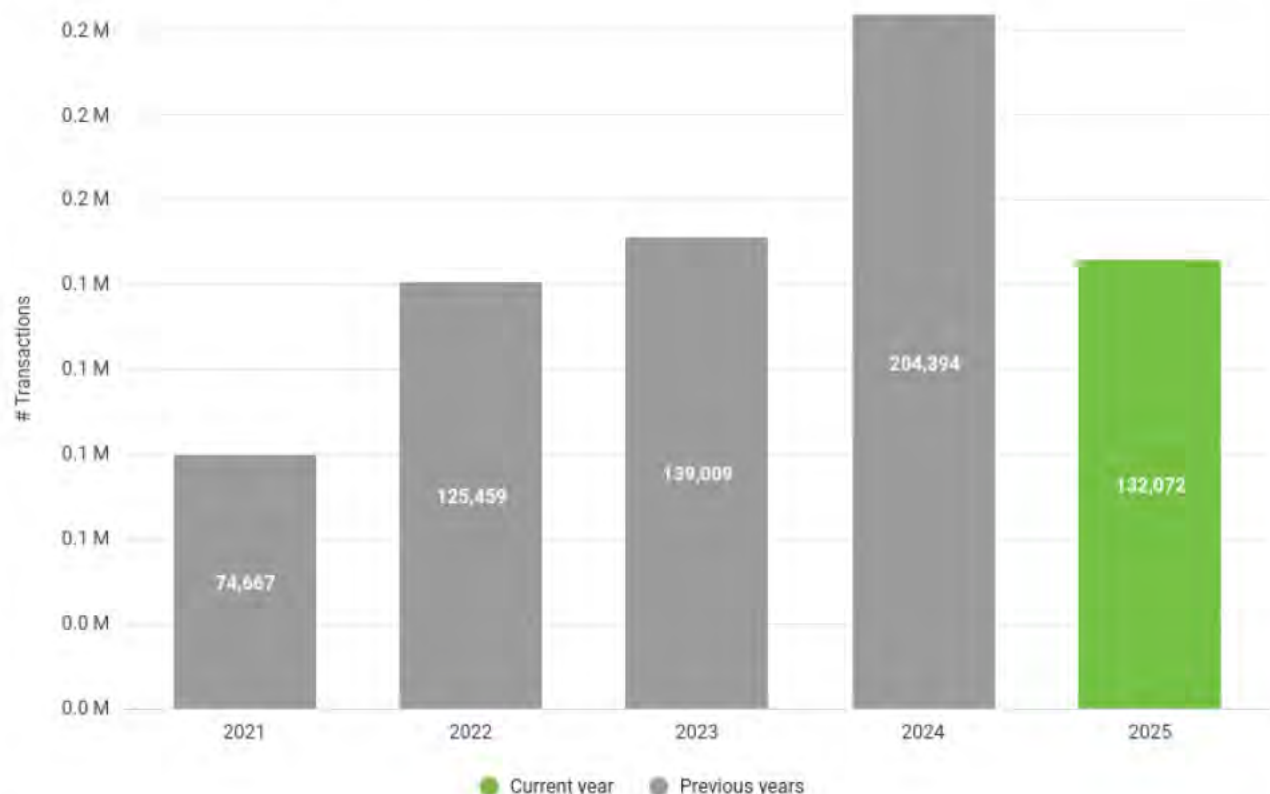
A Strategic, Collaborative, and Innovative Partnership

Since April 2018, San Diego State University has partnered with PayByPhone to provide a reliable and convenient mobile payment experience across campus. Our relationship, now over seven years strong, continues to evolve, with the most recent agreement amendment signed on March 18, 2025. This update reflects SDSU's ongoing confidence in our ability to support their transportation goals through modern, accessible technology.

Through this partnership, PayByPhone offers SDSU parkers flexible payment options via mobile devices, our website, or IVR, enhancing convenience while streamlining the parking process. Together with SDSU's Parking & Transportation team, we assisted and launched the innovative Daily Choice Parking Program, which strategically encourages use of underutilized parking structures through dynamic, discounted pricing, supporting both space optimization and commuter choice.

We've also supported ongoing outreach efforts, contributing to campus-wide marketing and education initiatives to ensure awareness, ease of adoption, and a positive experience for all users.

This partnership continues to thrive through shared vision, strategic alignment, and a commitment to delivering solutions that meet the evolving needs of the University and its community.





9. Region 14 ESC reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any submitting a proposal.

PayByPhone acknowledges and respects Region 14 ESC's right to conduct any additional investigations it deems necessary to assess the competence and financial stability of proposers. We are prepared to cooperate fully and provide any requested documentation or clarification to support that review.

10. Provide any additional information relevant to this section.

As a subsidiary of Corpay, a Fortune 1000 global payments company, PayByPhone brings the financial stability, security infrastructure, and operational maturity expected of a long-term public-sector partner. Our proven track record with government clients, scalable SaaS platform, and commitment to accessibility and sustainability uniquely position us to support Participating Agencies under the OMNIA Master Agreement.



Section 6 – Required Documents (Appendix A)



Appendix A – Required Documents:

- 1. Antitrust Certification Statement (Tex. Government Code § 2155.005)***
- 2. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)***
- 3. Texas Government Code 2270 Verification Form***
- 4. Any additional agreements supplier will require Participating Agencies to sign***

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

PayByPhone US Inc.

Contact

Teresa Trussell

Signature

Teresa Trussell

Printed Name

President

Position with Company

Address

PayByPhone US Inc., c/o Corpay

3280 Peachtree Rd. Suite 2400

Atlanta, GA 30305, USA

**Official
Authorizing
Proposal**

Teresa Trussell

Signature

Teresa Trussell

Printed Name

President

Position with Company

Phone

+1 604 642 4286

Fax

+1 866 286 5401

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Teresa Trussell, as an authorized representative of

PayByPhone US Inc., a contractor engaged by
Insert Name of Company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Teresa Trussell

Signature of Named Authorized Company Representative

June 13th, 2025

Date



Section 5 – Value Added Products & Services



Section 5 – Value Added Products & Services

1. Provide any additional information related to products and services supplier proposes to enhance and add value to the contract.

Backed by our parent company, Corpay, a global leader in vehicle and financial payment technologies, PayByPhone is rapidly evolving into a comprehensive, mobility-centric platform. In the second half of 2025, we will launch a next-generation app that consolidates vehicle-related payments, including parking and various vehicle-related payment services into one seamless experience. This innovation directly aligns with the broader goals of integrated, user-friendly, and future-ready urban mobility solutions.

In response, PayByPhone is pleased to offer a comprehensive suite of value-added features that go beyond core mobile payment functionality. These optional services are designed to align with long-term goals for integrated mobility, operational efficiency, sustainability, and community engagement, and can be tailored to support evolving curbside strategies.

Available Features Include:

- **Future-Ready App Platform:** Launching July 2025, our redesigned app delivers a unified experience across devices, with faster updates, more payment options, and enhanced reporting for our clients.
- **Consumer Vehicle Payments (CVP):** Enables users to manage tolls, insurance, and permits through the PayByPhone app (coming to North America).
- **EV Charging Locator & Fuel Finder:** Locate and pay for EV charging stations and find real-time fuel price comparisons (powered by Plugsurfing and Allstar; available in North America soon).
- **Real-Time Parking Availability:** Sensor-based technology delivering live occupancy data to reduce congestion and improve curb access (pilot in France; North American expansion planned).
- **Cloud Parking API for Shared Mobility:** Enables fully touchless parking workflows for shared fleets (e.g., Free2Move) through SDK-based integration and monthly billing models.
- **Fleet Management Solution:** A scalable platform for managing multiple vehicles and users under one account, ideal for businesses and municipal fleets.
- **Validations:** LPR-based digital permit validation for employee, visitor, and event parking, streamlining access and reducing administrative overhead.
- **Merchant Coupon Solution:** App-based discounts funded by local businesses or City departments to drive downtown activity and incentivize parking near venues.
- **Rights & Rates:** Personalized pricing engine that supports clients' eligibility groups such as residents, City employees, or healthcare workers.
- **Text To Park:** App-free parking via SMS for maximum accessibility; includes signage, enforcement integration, and optional transaction-based fees.
- **Merchant of Record (MOR) Services:** PayByPhone handles payment processing, reporting, and daily ACH remittance, simplifying financial operations for the client.
- **Meters for Trees:** An award-winning program that plants a tree for every 500 spaces converted to mobile payment, supporting our clients' environmental and sustainability goals.



- **Gated Offstreet Parking:** Seamless entry/exit at gated facilities using ALPR and automated payments (e.g., Skidata, TIBA integrations), ideal for gated garages, and lots.

These innovations position PayByPhone not just as a vendor, but as a strategic mobility partner committed to exceeding expectations. We deliver truly connected, future-ready, and equitable parking experiences tailored to meet evolving needs.



Figure 8 - PayByPhone's Value-Added Solutions



Streamlined and Integrated Mobility Activities, Payments, and Innovation Roadmap

PayByPhone is rapidly evolving into a holistic urban mobility platform, designed to support clients in creating seamless transportation experiences for residents and visitors. As part of Corpay, a global leader in financial technology solutions since 2023, PayByPhone is expanding beyond parking to support a full range of vehicle-related payments and services.



Our Future-Ready Mobility Platform

As part of our long-term investment in innovation, PayByPhone is launching our most significant app rebuild to date. The platform has been re-engineered from the ground up to unify iOS, Android, and web experiences, delivering greater accessibility, more payment options, and faster feature deployment. For end users, this means a more intuitive, consistent, and modernized experience across all devices. For our clients, the redesigned platform offers enhanced reporting, simplified reconciliation, and improved communication tools, setting a strong foundation for multimodal mobility offerings and long-term platform scalability. This investment reinforces PayByPhone's position as a trusted, forward-thinking partner for our clients and will be available by the end of July 2025.



Consumer Vehicle Payments (CVP)

Currently live in the UK and scheduled for North American release soon, our Consumer Vehicle Payments (CVP) initiative enables users to manage vehicle-related expenses such as tolls, insurance, and permits directly through the PayByPhone app. This integrated solution simplifies administrative tasks and enhances convenience for drivers.

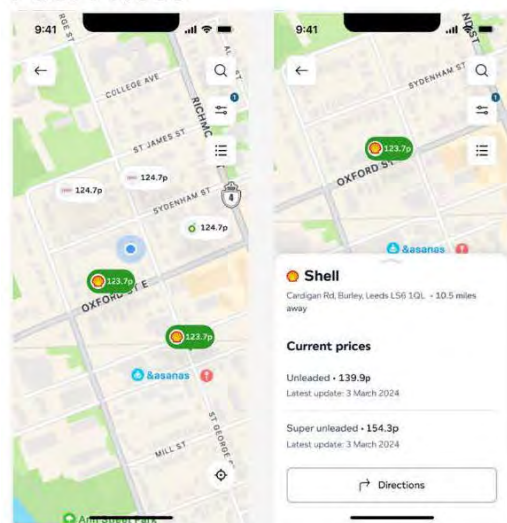


EV Charging Locator & Fuel Finder Tools

We are also rolling out EV Charging Locator and EV Payment features powered by our sister company Plugsurfing. These tools help EV drivers find charging stations by connector type, speed, availability, and price, and allow direct payment within the app.

Complementing this, our Fuel Locator, powered by Allstar, provides real-time fuel price comparisons and directions to nearby stations. Both solutions are already live in select international markets and will be available in North America by 2026.

Fuel Prices



Find EV Charging

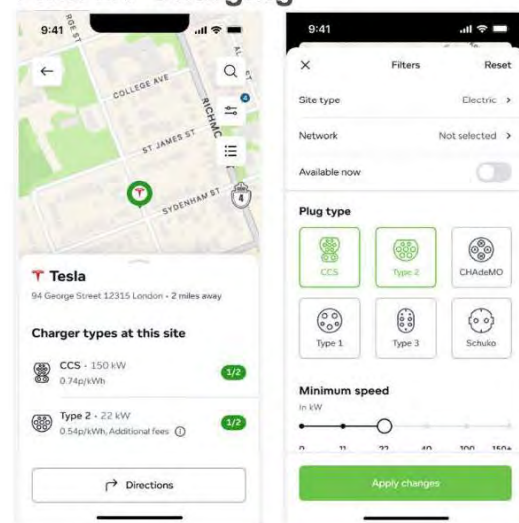


Figure 9 - EV Charging Locator & Fuel Finder



Real-Time Parking Availability

Additionally, PayByPhone is piloting real-time parking availability technology, powered by sensors and smart parking infrastructure. Currently being tested in France, this feature delivers live occupancy data to help reduce congestion and improve curbside efficiency. Plans are underway to bring this technology to North America, including applications for municipal and higher educational environments.

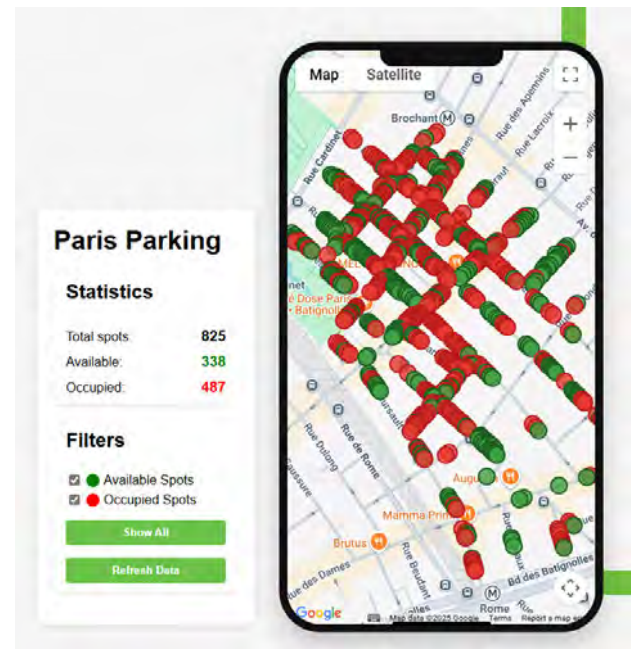


Figure 10 - Real-Time Parking Availability



Cloud Parking API & Shared Mobility Integration

These innovations also include PayByPhone's Cloud Parking API, currently in use with Free2Move in Germany. This API enables fully touchless parking workflows for shared mobility providers by automating session start/stop without driver interaction. Integrated via SDK, it manages session creation, rate selection, and enforcement notification, ensuring seamless coordination with municipal systems.

Paired with a credit account billing model (used for asynchronous monthly invoicing instead of real-time card authorization), this solution reduces transaction fees, improves reconciliation accuracy, and enables scalable integration. It reflects PayByPhone's ability to deliver white-labeled, mobility-focused integrations, an approach that will be extended to North America.

Product Highlights

- Empowers mobility solution providers to deliver innovative, touchless parking experiences to their users.
- **Start:** To start a session, the API coordinates the parking request process by managing authentication, location search, rate selection, quote generation, payment authorization, and parking session initiation.
- **Stop:** To stop a session, the API concludes the session by managing authentication, logging the transaction for payment, notifying enforcement, and confirming closure.
- **Pay:** Backed by a payment method called Credit Account, which logs transactions in a subledger for asynchronous monthly billing through PBP back-office systems and does not require external pre-authorization against a credit card network.

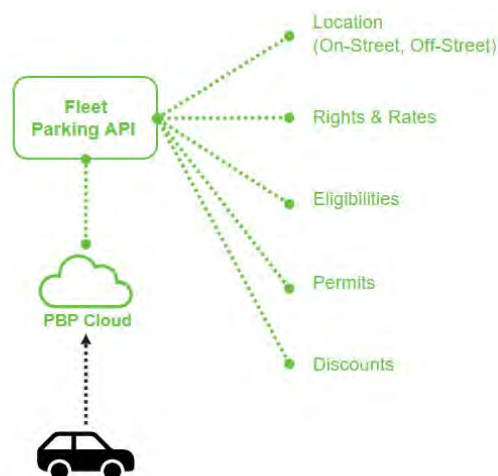


Figure 11 - Free2Move



PayByPhone's Fleet Management Solution

PayByPhone Business is a dedicated, scalable fleet management solution that enables businesses, service providers, and municipal departments to manage multiple vehicles and users under a single centralized account. This feature supports unified billing, real-time usage tracking, and secure administrative control. Fleet managers can easily add or remove vehicles, assign parking permissions, and access detailed reporting, streamlining operations and ensuring only approved users park in designated zones. The platform is ideal for managing city contractor fleets, healthcare providers, and other essential service vehicles.

Key Features & Benefits

- **Centralized Control** – Fleet managers can add or remove authorized users and vehicles through a secure dashboard.
- **Unified Billing** – All parking charges are billed to a single business payment method, with consolidated reporting for streamlined expense management.
- **Scalability** – No limit on the number of vehicles or users that can be added to a business account.
- **Automated Access & Security** – Unlinked vehicles are instantly removed from payment access to protect business accounts.
- **Real-Time Visibility** – Track usage by location, time, and cost from any device.
- **Custom Rate Support** – Use of Rights & Rates to assign tailored pricing for user categories such as:
 - o Commercial fleets
 - o Healthcare or essential workers
 - o Non-profits and service providers

Benefits to the Client (e.g., cities)

- **Increased Compliance & Control** – Ensure only approved users access designated parking zones.
- **Operational Efficiency** – Reduces manual ticketing and administrative burden.
- **Revenue Transparency** – Improves oversight of commercial parking activity.
- **Data-Driven Decisions** – Access actionable insights through reporting and usage analytics.



Smarter parking for your business

PayByPhone Business makes managing your fleet parking simple and secure.

Reduce parking fines and eliminate expenses, all while taking back control over who has access to park what.



Request your quote today!
[Click here](#) for your free estimate

The screenshot shows a 'DRIVERS' management interface with a table of driver information and three profile pictures at the bottom.

First name	Last name	Phone number	Email address	Status	
David	HR	(888) 333-4333	d.h@company.com	Inactive	✖
Colleen	Jenkins	(878) 684-5555	c.jenkins@company.com	Inactive	✖
Thomas	Stephan	(580) 585-6607	t.stephan@company.com	On hold	✖
Robert	Little	(800) 233-3338	r.little@company.com	Active	✖
Lin	Richardson	(510) 125-9632	l.richardson@company.com	Active	✖
Angie	...	(772) 808-9681	angie@...	Active	✖
Allen	Bay	(540) 775-8881	a.bay@company.com	Active	✖

Enable your drivers to be self-sufficient (without expecting them to pay)

- Using our centralized dashboard, manage your drivers authorized to use PayByPhone Business, as well as the vehicles they're allowed to park.
- Authorized drivers no longer have to bear the burden of work-related parking costs, instead they can complete parking transactions in our top-rated mobile app, charged directly to your business.
- With the business paying, there's no longer any temptation or excuse for your drivers not to – pay for parking – reducing if not eradicating citations. For jobs or appointments that overrun, drivers can extend their parking sessions directly from the app, keeping them where their time matters most.

Eliminate expenses and the risk of misuse

- Drivers no longer need to hold on to and submit parking receipts – and your business no longer has to waste time processing them.
- Beyond the time and resource drain, expense claim processes are old-fashioned and can be fraught with inefficiencies; can your business be sure it's only re-implementing the sessions that it should be? With PayByPhone Business, you can be.

Birds eye visibility through our Reporting Suite

We know that accurately reconciling parking expenses against your credit card statements is a vital part of spend management. We also know how time consuming it can be.

- Access the last 18 months of parking data giving you a granular level overview of parking activity.
- Organise your drivers by cost centres or departments.
- Download a Monthly PDF Parking Statement, to use for expense processes, audits, and budgeting.



Request your quote today! [Click here](#) for your free estimate

Click here to learn more about PayByPhone Business: paybyphone.com/business

Figure 12 - PayByPhone Business – Fleet Management Solution



Protect your payment method

- Your business payment method is held securely, behind the scenes without the risk of interception or the need for drivers to know digits or codes.
- If an authorized driver attempts to park a vehicle that hasn't been authorized by your business, the PayByPhone app will insist they pay using a personal method of payment.

Seamless Onboarding

We know your time is valuable, which is why we have a team of implementation specialists on hand to do the leg work when it comes to onboarding. We'll do everything we can to ensure your PayByPhone Business account is up and running quickly.

National Coverage

Our national coverage in Canada and the USA means that there's a every chance PayByPhone Business is available where your drivers are parking.



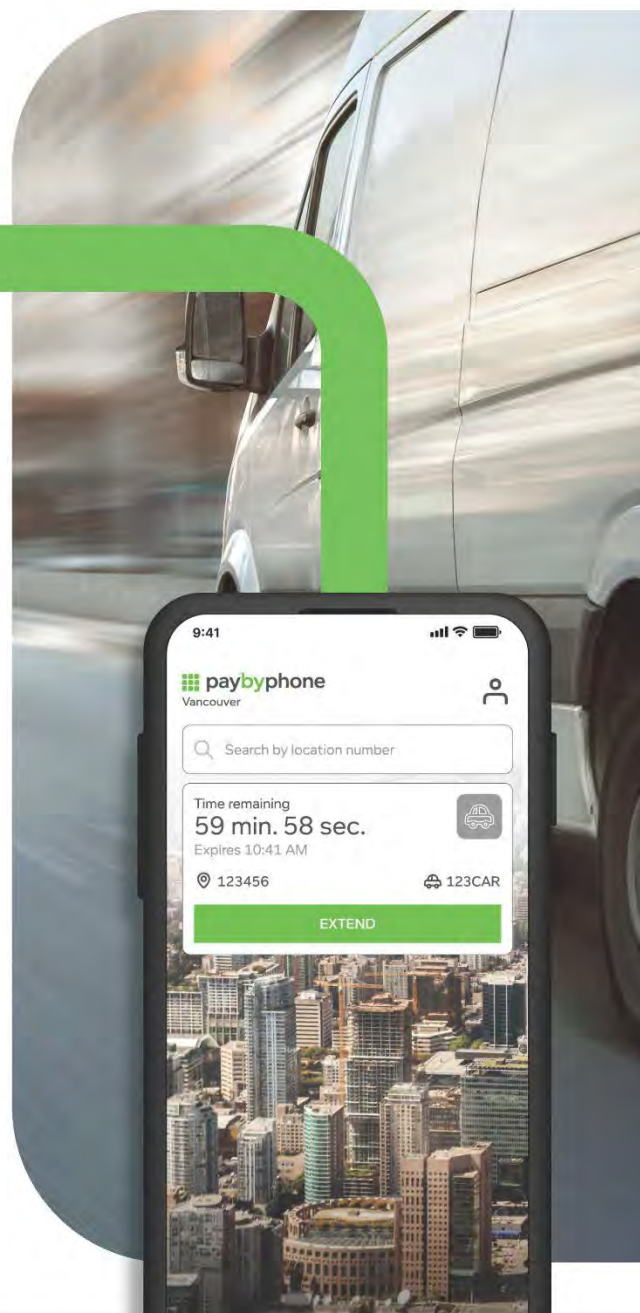
[Click here](#) for our full location list on website

Our flexible pricing options ensure there's a solution for fleets of all shapes and sizes. With monthly subscriptions that roll from month-to-month, there's no long-term restrictive commitment. That's fleet management simplified.

Support when you need it

When things don't quite go to plan, or if you have a burning question, our dedicated support team are available and always happy to help.

Contactable via phone, email or live chat, we pride ourselves on being there when you need us.



Request your quote today! [Click here](#) for your free estimate

Click here to learn more about PayByPhone Business: paybyphone.com/business

Figure 13 - PayByPhone Business – Fleet Management Solution



Validations Solution for Virtual Parking Permits

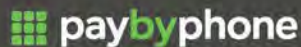
Through integration with Offstreet Technology Inc., a trusted third-party provider, PayByPhone offers an optional, scalable Validations solution for managing visitor, employee, and customer parking.

Designed for departments, event venues, and businesses, this LPR-based solution eliminates the need for physical permits and improves compliance through real-time enforcement integration.

Key Features & Benefits

- **Self-Managed Parking** – City departments and merchants can manage validations independently.
- **Customizable Rules** – Set usage limits, time-of-day access, and role-based permissions.
- **Advanced Analytics** – Track usage patterns and access trends with custom reporting fields.
- **Improved Compliance** – Real-time data sync ensures accurate enforcement and reduced misuse.

This digital-first validation service reduces administrative effort and is available as an optional add-on with a monthly subscription fee.



Guest Parking Permits

Improve guest and special event parking with Offstreet



The partnership between PayByPhone and Offstreet creates a full visitor parking solution that helps Universities and Colleges save time and resources while improving efficiency and compliance.

Key Features



Flexibility for all event types

- Add weekly, or monthly limits with frequency restrictions
- Configure for different times of the day or days of the week
- Stop abuse with customizable codes



Data reporting, analytics and auditing

- Understand site health with daily or date range reports
- Identify trends for operational insights
- Collect crucial data using custom additional fields



Access control and role management

- Easily roll-out access to your team
- Account permissions assign custom roles so that you can authorize or restrict as much access as you need



About Offstreet

Offstreet's license-plate based permit system is designed specifically for guest and special event parking, replacing cumbersome processes associated with pay station coupon codes, and more. This solution is ideal for Universities and Colleges as it allows you to:

- Self-manage and simplify parking for your departmental, customer, and event parking
- Increase compliance with improved guest instructions and directions
- Track your parking usage and identify areas for improvement

Figure 14 - Offstreet Validation

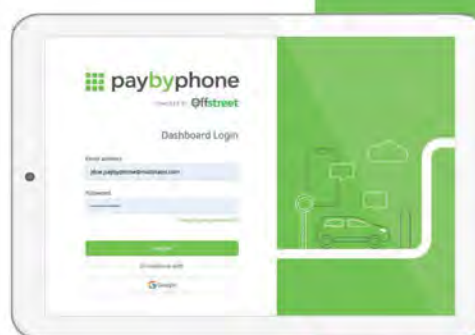


How PayByPhone Complements Offstreet's Solution



Aggregated Payment Data for Reporting

- View PayByPhone data in your Offstreet dashboard, for a wholistic view of your on demand and guest parking
- Reduce the need to switch between platforms and discover valuable insights into user behaviour



Simplified Procurement

- Offstreet's Solution can be added via your PayByPhone contract, eliminating the need to procure a new vendor
- Less time spent negotiating terms and pricing, leading to faster implementation



POWERED BY **Offstreet**

Learn more about our mobile parking solutions.
Contact our Validations Team at validations@paybyphone.com

Figure 15 - Offstreet Validation



“Merchant Coupon” Solution

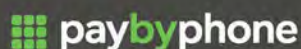
As an optional add-on feature, PayByPhone offers a digital Merchant Coupon solution that enables local businesses, event organizers, and City departments to provide parking discounts to drivers near participating venues.

This solution is ideal for promoting economic development, business engagement, and special event participation, offering merchants a way to incentivize visits through real-time, app-based parking discounts.

Key Features & Benefits

- **Digital Wallet System** – Participating merchants fund a wallet to cover user parking discounts.
- **In-App Discovery** – Drivers in eligible zones see a “View Coupons Near Me” option within the PayByPhone app.
- **QR Code Redemption** – Users scan a rotating QR code displayed at the business to instantly apply the discount.
- **Flexible Application** – Discounts can be applied during checkout or post-session, based on setup.
- **Usage Reporting** – Merchant engagement and coupon redemption rates are tracked in real time.

This merchant-driven parking incentive tool supports our clients’ goals around community engagement and downtown activation. It is available as an optional add-on, with a monthly subscription or per-transaction fee for participating merchants.



Parking Coupons

Parking Coupons incentivize parkers through discounted parking when they shop, helping to drive traffic to local businesses, encouraging economic growth. This benefits parkers as well as supporting local businesses.



What are Parking Coupons?

PayByPhone Parking Coupons empower municipalities and parking providers to support their local businesses. When enabled, Parking Coupons allow merchants to apply a discount to their customers' active parking sessions as well as have their business name promoted in the PayByPhone app, helping to attract more visitors. Merchants are easily approved by the parking operator through Portal, keeping full control at their fingertips.

How coupons work

Merchants simply register their business in the PayByPhone app and select a nearby PayByPhone parking location where their coupons will apply. The merchant enters the threshold parkers must spend at their business to be eligible for a parking coupon. Customers who park their vehicle at an eligible location can view the nearby participating businesses in the PayByPhone app when they begin their parking session. After completing a purchase at a participating business, parkers scan the QR code displayed in-store to apply the discount to their active parking session.



Figure 16 - Coupons



Benefits



For municipalities or other parking operators:

PayByPhone Parking Coupons support local businesses while promoting parking in retail areas helping to combat free parking often offered at shopping malls and other big box stores. There is no loss of parking revenue as participating merchants pay for the cost of the discounted parking. Offering discounts to merchants on their coupon purchases offsets potential rate increases.



For merchants: PayByPhone Parking Coupons generate more foot traffic and visibility for their business by advertising their parking coupon in the PayByPhone app to everyone who parks nearby. Easy, self-guided onboarding in the app lets them add to their coupon balance or modify their coupons anytime. Their coupon balance is reduced as their customers redeem coupons, and a subtle warning is displayed on the QR screen when their balance gets low, alerting them to top up before the funds run out. There is also peace of mind that the coupon QR code resets every five minutes to prevent fraud.



For parkers: They receive a discount on their parking session when supporting local businesses and discovering new shops and services in their local area.

Figure 17 - Coupons



Rights & Rates – Personalized Parking Management Solution

If the client chooses to implement special pricing structures for designated user groups, PayByPhone's Rights & Rates functionality enables customized, profile-based rate management. This feature allows our clients to define specific eligibility groups ("rights") and assign corresponding rate rules, which are validated in real time during each parking session. Rights can be administered and approved by City staff and integrated seamlessly into the back-office portal.

Examples of supported user groups include:

- Residents (eligible for discounted or preferential rates in certain zones)
- City employees and municipal staff
- Business merchants and registered vendors
- Visitors or tourists in designated areas
- Disability permit holders
- Motorcycles or alternative vehicles
- Event attendees with pre-approved access
- Caregivers and healthcare service providers



Figure 18 - Rights & Rates

Rights & Rates helps our clients promote equity, manage demand, and support flexible policy implementation across neighborhoods, event zones, and parking districts.



“Text To Park” Solution

PayByPhone is pleased to introduce our Pay-by-Text feature, “Text To Park” designed to deliver a seamless, app-free parking experience for drivers. This feature enables drivers to initiate a parking session simply by sending a text message, with no need to download an app or create an account, supporting our clients’ goal of making parking simple and accessible for all drivers.

How It Works

- Drivers text the parking location number to a short code (e.g., 727-563).
- The parking session begins immediately, with zone-specific pricing enforced.

Key Benefits to the Client:

- Faster onboarding for new users
- Consistent signage and instructions across all parking zones
- Reduced operational overhead and maintenance
- Full integration with PayByPhone’s enforcement, reporting, and financial systems

PayByPhone will collaborate with the client to ensure “Text To Park” is clearly communicated and incorporated into the client’s signage, digital communications, and public education efforts.

“Text To Park” is offered as an optional enhancement to the core PayByPhone service and includes a monthly service fee and per-transaction charge, which can be activated by the client.



“Merchant of Record” (MOR) Services

PayByPhone is pleased to offer comprehensive Merchant of Record (MOR) services, designed to streamline our clients' financial operations and simplify revenue collection. As the designated MOR, PayByPhone manages the full lifecycle of transaction processing, from payment acceptance to fund remittance, without requiring the client to operate or maintain its own merchant account.

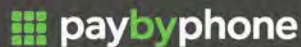
How It Works

- The driver initiates a parking session through PayByPhone.
- Payment is processed via PayByPhone's merchant account and deposited into a secure, non-operating bank account.
- On a consistent monthly schedule, PayByPhone remits the net parking revenue directly into the client's designated account via ACH.
- A remittance package is provided, including:
 - Invoice with parking fees
 - Credit memo for total payments collected
 - Statement summarizing the transfer (credit memo less invoice)

Key Benefits to the client

- **Simplified Reconciliation** – PayByPhone consolidates transactions into clear, auditable reports, reducing administrative workload.
- **Regulatory Compliance** – As the MOR, PayByPhone ensures all payment processing aligns with PCI-DSS and other financial regulations.
- **Fraud Protection** – Built-in fraud detection and prevention measures safeguard user and City data.
- **Streamlined Support** – A dedicated financial support team is available to assist with remittance questions, reporting, and reconciliation needs.
- **Flexible Payment Acceptance** – Supports credit/debit cards and mobile wallets (e.g., Apple Pay, Google Pay), maximizing user convenience.

MOR services are included as part of PayByPhone's value-added offerings and can be activated based on the client's preferred operational model.



Merchant of Record Services

When you partner with PayByPhone as your Merchant of Record it provides you with consistent revenue planning around funds, with payments made at the same time each month. There is no need for you to allocate or set up a merchant account.



What is Merchant of Record?

Merchant of Record (MOR) is the entity that is authorized to process consumer transactions and accept those payments.

Benefits to your operation



Simplified transaction reconciliation

PayByPhone manages all payment transactions, making it easier for you to focus on your core business activities without worrying about the complexities of payment processing. This is great for those who have small teams that do not have resources allocated to finance management.



Flexibility in payment methods

PayByPhone can support various payment methods which can cater to different customer preferences, increasing the potential for higher conversion rates.



Client support

We pride ourselves on excellent client service and have a dedicated team to provide client support for payment-related issues, improving your overall experience.



Streamlined reporting

PayByPhone provides consolidated reports and analytics to help you better understand your sales and customer behaviors.



Compliance and risk management

PayByPhone handles regulatory compliance, reducing your legal and financial risks associated with payment processing.



Fraud protection

PayByPhone provides advanced fraud detection and prevention tools, enhancing security for you and your parkers.

Figure 19 - MOR



How it works

In cases where PayByPhone is the acting MOR, we collect the entirety of the parker's payment, and then PayByPhone remits the owed parking revenue into your account based on the terms of the agreement.

Flow of funds



Customer (app user) creates a parking session.



Payment for the parking session is directed through a gateway to PayByPhone's merchant account. The money is received and deposited into a PayByPhone non-operating bank account.



A remittance schedule is prepared and sent to you. This schedule includes:

- Invoice with parking fees
- Credit memo detailing total payments collected
- Statement showing the credit memo less the invoice total sum



Funds are remitted into your account via direct deposit.



“Meters for Trees” Sustainability Initiative

Meters for Trees is PayByPhone’s award-winning environmental initiative, designed to help municipalities reduce emissions by transitioning from physical parking hardware to our cashless mobile payment solution. As parking meters are decommissioned, trees are planted in the client’s name, offering environmental, operational, and community benefits.

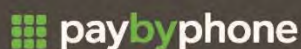
How It Works

- For every 500 spaces transitioned to PayByPhone’s mobile payment platform, a tree is planted on behalf of the client.
- Tree planting can be coordinated with local partners or our international reforestation partner, Carbon Footprint Ltd.
- Each participating city receives a campaign kit, including decals for decommissioned meters, promotional materials, and a certificate of recognition.

Key Benefits to the client

- **Environmental Impact** – Contributes to carbon offset and cleaner air.
- **Operational Efficiency** – Reduces reliance on cash collection and meter maintenance.
- **Community Engagement** – Promotes a greener, safer streetscape and aligns with local climate goals.
- **Recognition** – The initiative has received multiple global sustainability awards, including the Green World Award.

“Meters for Trees” is offered as an optional enhancement at no additional cost when transitioning from on-street meters to a fully digital model. Full implementation support, signage designs, and communications assets are included. Most recently, the initiative was successfully launched in North America in 2024 and is now available in over 114 cities across the continent.



Meters for Trees

Swapping parking machines for trees and cleaner air since 2019



What is Meters for Trees?

Meters for Trees is a proven, multi-award-winning initiative launched in the UK in June 2019. Now launched in North America in 2024, it is designed to support forward-thinking municipalities and parking operators to combat air pollution by decommissioning their costly parking hardware in favor of our cashless parking services. In return, we plant trees in the name of the participating municipality or parking operator.

Supporting our communities

We are available in over 114 cities across North America and over 52 universities and colleges. Work. Gym. Class. Shopping. PayByPhone is with you on your journey each day. And we take our role in the communities in which we work very seriously. We work hard every day to support those areas. One way we do this is by making a positive change for the environment with initiatives like Meters for Trees.

Benefits of Meters for Trees

Clients who partner with PayByPhone are provided a certificate, bespoke press release, social media support, and use of our Meters for Trees logo as well as other materials for use on social media and print content. We also provide decals and/or closure plates to display on hardware that is being decommissioned that promotes the Meters for Trees campaign.

Other benefits include:

- Contribute to a greener legacy for future generations by planting trees
- Communities are safer; with no cash in parking hardware, theft and vandalism is reduced
- A cohesive campaign that supports community initiatives while supporting the parking operations goals
- Cashless parking affords convenience to drivers
- Reduce or eliminate expensive EMV hardware requirements and reduce or eliminate PCI obligation by leaving the responsibility with us

Figure 21 - Meters for Trees



How does Meters for Trees work?

For every 500 parking spaces a municipality or parking operator agrees to move to digital payments, PayByPhone will plant one tree on its behalf. The program is very flexible; if the municipality or parking operator already has a relationship with a local partner, we will work with it to plant the trees. We can also offer to plant the trees via our international partner, renowned sustainability leader, Carbon Footprint Ltd, where the trees will be planted at a Verified Carbon Standard (VCS) audited project in the Amazon rainforest that combats deforestation.

Success for Royal Borough in London

Royal Borough of Kensington and Chelsea was the first in the UK to implement Meters for Trees in 2019. Around 700 pieces of parking hardware were removed, which has off-set 700 tonnes of carbon dioxide, and the area is now completely cashless. We have also planted nearly 300 trees on behalf of the Royal Borough of Kensington and Chelsea to date. In addition to the obvious environmental benefits for the client, and large capitol and operational budget savings, a strong mobile parking payments program also delivers significant convenience to parkers - they can start a parking session in seconds and extend parking sessions from their smart phone or smart watch.

"We are excited to support our clients as they not only decommission parking hardware but also reap the benefits of lowering carbon emissions in their areas, contributing to sustainability and green initiatives. And it's more straight-forward than you would imagine; with traditional parking hardware, maintenance vehicles drive tens of thousands of miles per year just to maintain the meter components and to collect cash. Cashless parking on the other hand contributes towards air quality improvement in just this one area, by removing the need for these vehicles to be on the road."

Carmen Donnell

PayByPhone, Managing Director, NA

"It's great to see PayByPhone at the forefront of environmental-thinking with its Meters for Trees initiative. We work with some of the largest companies in the world to help them reduce their carbon footprint, but regardless of size, businesses must do everything they can to offset their carbon emissions. It's often easy, always hugely beneficial, but most importantly, it's the right thing to do for the future."

John Buckley

Carbon Footprint Ltd, Managing Director

Don't take our word for it!

Meters for Trees has received 12 awards from these prestigious organizations.



Figure 22 - Meters for Trees



“Gated Offstreet” Solution

While gated and access-controlled off-street lots and garages are not part of this current project scope, the client has expressed plans to expand into municipal lots in the near future. In anticipation of this, PayByPhone is pleased to offer its Gated Off-Street Parking solution, an advanced integration that supports barrier-controlled facilities using Automatic License Plate Recognition (ALPR) technology. Delivered currently in partnership with Skidata and TIBA, this solution enables seamless entry, exit, and automated payment without the need for tickets or manual intervention. This innovation aligns with our clients’ goal(s) of offering efficient and accessible parking experiences at high-traffic destinations.

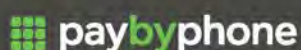
How It Works

- Drivers opt in by linking their license plate to their PayByPhone account.
- Upon arrival at a gated facility, ALPR cameras recognize the plate and raise the barrier for entry.
- When exiting, the system calculates parking duration and automatically charges the user’s account.
- Users can extend their parking session via the app if needed before departure.

Key Benefits to the client

- **Frictionless Parking Experience** – Fully automated entry and exit reduce congestion and wait times.
- **Pay-as-You-Go Model** – No upfront payment required; users are charged only for actual time parked.
- **Operational Efficiency** – Minimizes the need for ticketing, manual validation, or on-site payment handling.
- **Real-Time Management** – Offers live tracking, exit reminders, and integration with enforcement systems.
- **Ideal for Busy Destinations** – Suited for airports, shopping centers, hospitals, arenas, and stadiums.

PayByPhone will work with the clients to identify applicable off-street locations and ensure that any implementation is supported by user education, operational coordination, and digital integration with City platforms.



Simplifying Gated Off-Street parking

Discover two simple options that offer a **fast, ticketless, and simplified parking experience.**



Extend your digital parking solution to gated off-street environments with one trusted partner – PayByPhone.

Our off-street parking solutions offer cities and private operators two options – **AutoPay** and **Pay on Exit** – for app-based, ticketless payments to increase efficiencies and improve parking garage flow.

Drivers also benefit thanks to fast payment options with the same trusted app they already use for on-street parking, no queueing and an enhanced customer experience.

With AutoPay, entry, exit, and payment are fully automatic. Using Pay on Exit, drivers simply pay through the app when they're ready to leave. Both options make it easy for drivers to pay in gated off-street car parks.

Fast, ticketless, and simplified. Parking as it should be.

AutoPay

- 1 Drivers opt in to AutoPay in their PayByPhone account, enabling licence plate recognition by the Operator's ANPR system.
- 2 Upon entering an AutoPay-enabled garage, the gate opens automatically.
- 3 Drivers park and go about their day.
- 4 On exit, the gate opens automatically.
- 5 Parking is calculated, and payment is processed automatically via the app.

Pay on Exit

- 1 Drivers enter the garage — their licence plate is automatically read by ANPR cameras.
- 2 They park and enjoy their day.
- 3 On return, they open the PayByPhone app.
- 4 They enter the location code. Payment is made before exiting.
- 5 The gate opens automatically and the driver can leave.

Figure 23 - Gated Offstreet



Benefits

Expanded Parking Coverage

Offer both on- and gated off-street parking payments through one integrated platform for added convenience for drivers.

Operational Efficiency

Lower operational and maintenance costs thanks to no physical pay stations or ticketing equipment.

Improved Flow

Streamline entry and exit, reduce congestion and enhance customer experience.

Real-Time Reporting

Make smarter decisions on pricing and capacity with data on usage patterns, peak times, and revenue.

Boost Customer Satisfaction

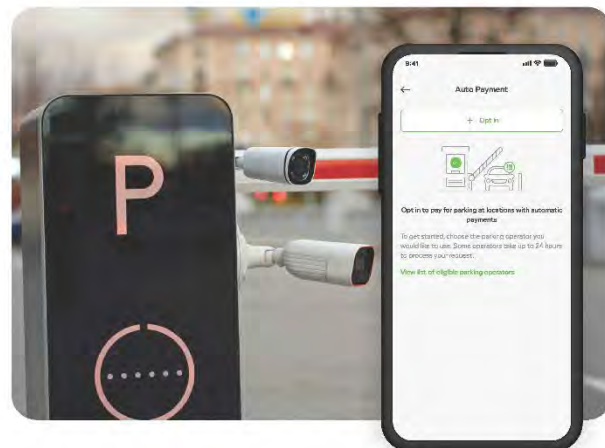
Smoother parking experiences encourage repeat visits and advances reputation.

Competitive Edge

Differentiate by offering modern, app-based payment options trusted by millions of drivers.

Tap into PayByPhone's Users

PayByPhone millions of registered users are familiar with the app and likely to choose car parks that support it.



Let's Make Parking Simple.

Speak to our team today about how our gated off-street solutions can help you.

Figure 24 - Gated Offstreet

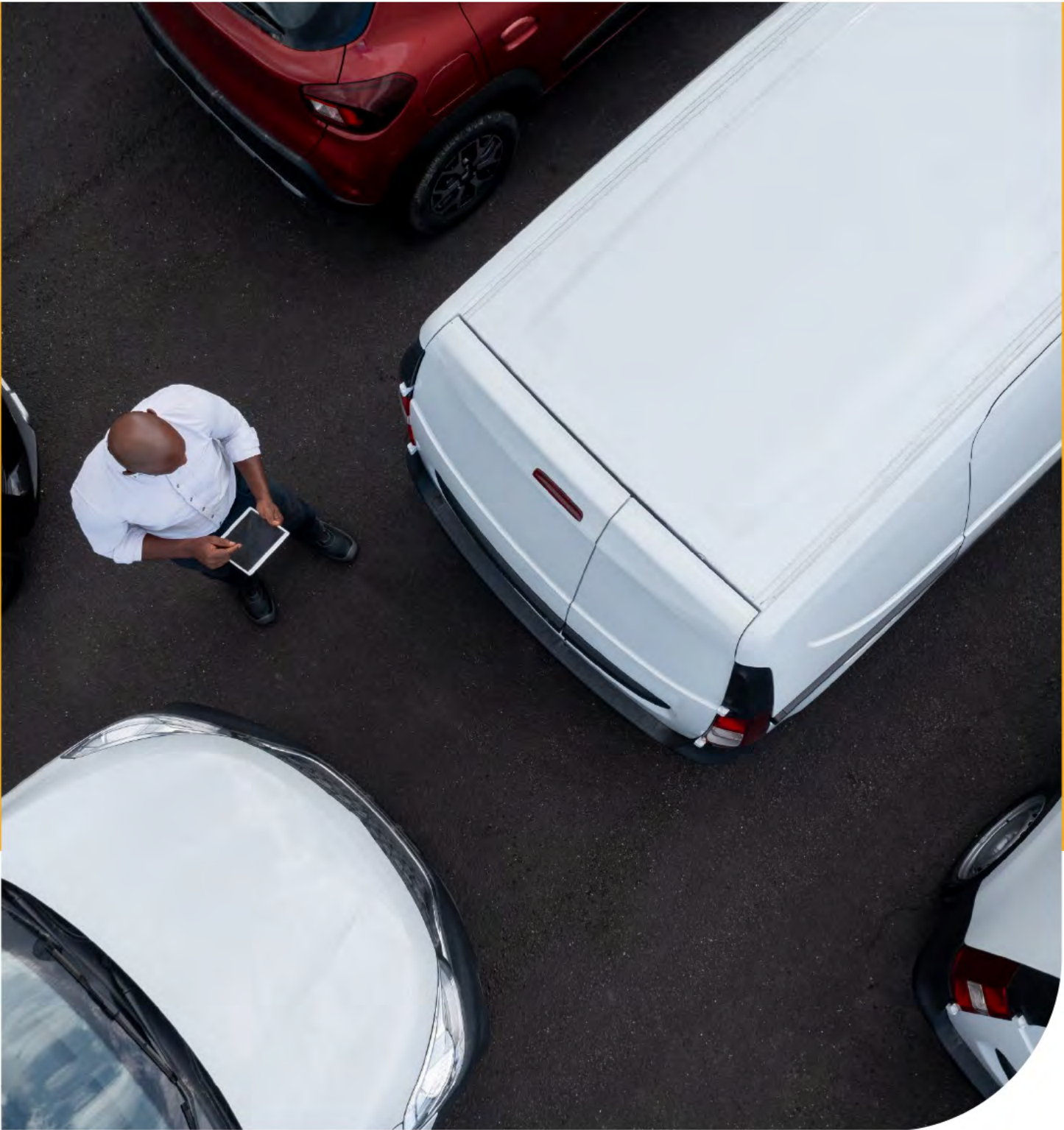


2. Provide any additional equipment offerings: Used, Parts, Accessories, Service and Repair, Trade-Ins, may be included by providing a pricing structure for each of these items.

Not applicable. PayByPhone does not offer physical equipment, parts, accessories, or trade-in services under this contract. Our solution is a cloud-based Software-as-a-Service (SaaS) platform and does not require hardware procurement or maintenance.

3. Describe any equipment reconditioning and recertification offerings.

Not applicable. PayByPhone does not offer equipment reconditioning or recertification services, as our platform is fully digital and does not involve the sale or maintenance of physical equipment.



Appendix 1

Exhibits F & G

Exhibit F

Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing 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 as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing 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 as part of any system. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
or

(2) 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.

(d) Reporting requirement.

(1) In the event the Contractor 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 Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(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 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor 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.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES TT _____ Initials of Authorized Representative of offeror

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES TT _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES TT _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES TT Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES TT Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES TT Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES TT Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES TT Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES TT Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES TT Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES TT Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

Version April 2, 2025

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

Does offeror agree? YES TT _____ Initials of Authorized Representative of offeror

Offeror's Name: PayByPhone US Inc.

Address, City, State, and Zip Code: PayByPhone US Inc., c/o Corpay 3280 Peachtree Rd, Suite 2400 Atlanta, GA 30305,

Phone Number: +1 604 642 4286

Fax Number: +1 866 286 5401

Printed Name and Title of Authorized Representative: Teresa Trussell, President

Email Address: bids@paybyphone.com

Signature of Authorized Representative: *Teresa Trussell*

Date: June 13th, 2025

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES TT _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES TT _____ Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES TT _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

PayByPhone US Inc.

Address, City, State, and Zip Code:

PayByPhone US Inc., c/o Corpay 3280 Peachtree Rd, Suite 2400 Atlanta, GA 30305

Phone Number: +1 604 642 4286

Fax Number: +1 866 286 5401

Printed Name and Title of Authorized Representative:

Teresa Trussell, President

Email Address:

bids@paybyphone.com

Signature of Authorized Representative:

Teresa Trussell

Date: June 13th, 2025

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Socioeconomic Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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. The contractor 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.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor 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 contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor 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.

(6) The contractor 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.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor 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.

(8) The contractor 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 contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard.** All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability.** The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program, intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program.
- c. Requirements.** If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
 - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in

compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. **Standard.** Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- b. **Applicability.** This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. **Requirements.** If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract

clauses.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements*. No contractor or subcontractor 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.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor 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 (b)(1) of this section, in the sum of \$27 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 (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient 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 the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a.** Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b.** Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c.** Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a.** Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200,

Appendix II(G).

- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor 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.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor 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.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.
 3. The contract is for federally-required audit services.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its 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).
- (2) The contractor 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.

- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor 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 the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) 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.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

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

Contractors 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 who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, PayByPhone US Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Teresa Trussell

Signature of Contractor's Authorized Official

Teresa Trussell, President

Name and Title of Contractor's Authorized Official

June 13th, 2025

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, 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.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor 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."

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts".

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: PayByPhone US Inc.

Address, City, State, and Zip Code:

PayByPhone US Inc., c/o Corpay 3280 Peachtree Rd. Suite 2400 Atlanta, GA 30305

Phone Number: +1 604 642 4286 Fax Number: +1 866 286 5401

Printed Name and Title of Authorized Representative:

Teresa Trussell, President

Email Address: bids@paybyphone.com

Signature of Authorized Representative: *Teresa Trussell*

Date: June 13th, 2025



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PAYBYPHONE US INC.

Trade Name:

Address: 600-1290 HOMER STREET 6TH FLOOR
VANCOUVER BC CA V6B 2Y5, 00000

Certificate Number: 2828751

Effective Date: February 23, 2023

Date of Issuance: February 27, 2023

For Office Use Only:

20230227151456117

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
ANNUAL REPORT CERTIFICATE**

PAYBYPHONE US INC.
0450927428

The Division of Revenue and Enterprise Services hereby affirms that the following annual report for PAYBYPHONE US INC. was submitted on 01/29/2025 for the year: 2025

Registered Agent and Office

CORPORATION SERVICE COMPANY
PRINCETON SOUTH CORPORATE CENTER,
SUITE 160, 100 CHARLES EWING BLVD
EWING, NJ 08628

Main Business Address

3280 Peachtree Road
Suite 2400
Atlanta, GA 30305

Officers and Directors

PRESIDENT
Teresa Trussell
1290 HOMER STREET
UNIT 600
VANCOUVER, BC V6B 2Y5
Canada

SECRETARY
Olga Bochkaryova
1290 HOMER STREET
UNIT 600
VANCOUVER, BC V6B 2Y5
Canada

TREASURER
Nick Hamill
600-1290 Homer Street
Vancouver, BRITISH COLUMBIA V6B 2Y5
Canada

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
ANNUAL REPORT CERTIFICATE**

PAYBYPHONE US INC.
0450927428



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal, this
29th day of January, 2025*

A handwritten signature in black ink, appearing to read "Elizabeth Maher Muoio".

Certificate Number : 2870755550
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Elizabeth Maher Muoio
State Treasurer



City of Dania Beach Parks & Recreation Memorandum

DATE: 5/26/2026

TO: Mayor and Commissioners

FROM: Candido Sosa-Cruz, ICMA-CM, City Manager

VIA: Cassi Waren, CRPR, Director of Parks and Recreation

SUBJECT: First Amendment to Profession Design Services Agreement awarded to Calvin, Giordano & Associates, Inc. for the Chester Byrd Park Improvement.

Request:

The Parks and Recreation Department is requesting the adoption of a resolution authorizing City Officials to execute an Amendment to the Professional Design Services Agreement with Calvin, Giordano & Associates, Inc. for the Design Services for the Chester Byrd Park Improvement.

Background:

The City issued Request for Proposal Number 25-014 for the Design Services for the Chester Byrd Park Improvements and entered into an agreement with Calvin, Giordano and Associates, Inc. on December 15, 2025.

The current agreement with Calvin, Giordano and Associates, Inc. expires on June 14, 2026.

Calvin, Giordano and Associates, Inc. current agreement with the City provides professional service through the completion of the project, which must be completed by April 30, 2027.

The City and Calvin, Giordano and Associates, Inc. agree to execute an first amendment (Exhibit A) to the agreement extending the term of the agreement through April 30, 2027, or until the completion of the project, which occurs first, unless earlier terminated in accordance with the Agreement.

All services performed under the Amendment shall be within the existing compensation unless otherwise authorized by a separate written amendment.

Budgetary Impact

This Amendment does not increase the not-to-exceed compensation under the Agreement. All services performed under this Amendment shall be within the existing compensation unless otherwise authorized by a separate written amendment.

Recommendation

It is recommended that the City Commission approve the resolution authorizing City Officials to

execute an Amendment to the Professional Design Services Agreement with Calvin, Giordano & Associates, Inc. for the Design Services for the Chester Byrd Park Improvement.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A FIRST AMENDMENT TO THE PROFESSIONAL DESIGN SERVICES AGREEMENT AWARDED VIA REQUEST FOR PROPOSALS (“RFP”) NO. 25-014, ENTITLED “DESIGN SERVICES FOR CHESTER BYRD PARK IMPROVEMENT” WITH CALVIN, GIORDANO & ASSOCIATES, INC. TO EXTEND THE TERM OF THE AGREEMENT THROUGH APRIL 30, 2027 AND CLARIFY THE CONTINUATION OF SERVICES, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach bid the Design Services for the Chester Byrd Park Improvements via Request for Proposals (RFP) #25-014; and

WHEREAS, the City approved via Resolution 2025-126 contract negotiations with the top ranked firm Calvin, Giordano & Associates, Inc. on August 26, 2025; and

WHEREAS, City staff negotiated with Calvin, Giordano & Associates and entered into an agreement on December 15, 2025; and

WHEREAS, the current agreement with Calvin, Giordano & Associates, Inc. expires on June 14, 2026; and

WHEREAS, the City and Calvin, Giordano & Associates, Inc. wish to execute the first amendment extending the term of the agreement through April 30, 2027 or until the completion of the project, which occurs first, unless earlier terminated in accordance with the Agreement; and

WHEREAS, Calvin, Giordano & Associates, Inc. will continue to provide professional services for the Project, including but not limited to construction administration, coordination, review of submittals, responses to RFI’s, site visits and project closeout support; and

WHEREAS, all services performed under the Amendment shall be within the existing compensation unless otherwise authorized by a separate written amendment.

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

Section 1. That the above “Whereas” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes the proper City officials to execute the First Amendment to the Agreement with Calvin, Giordano & Associates, Inc. which amendment is attached as Exhibit “A”.

Section 3. That this Amendment does not increase the not-to-exceed compensation under the Agreement. All services performed under this Amendment shall be within the existing compensation unless otherwise authorized by a separate written amendment.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED on _____, 2026.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**AMENDMENT NO. 1
TO PROFESSIONAL DESIGN SERVICES AGREEMENT
(CHESTER BYRD PARK IMPROVEMENTS – RFQ NO. 25-014)**

This Amendment No. 1 (“Amendment”) is made and entered into as of _____, 2026, by and between the **CITY OF DANIA BEACH**, a Florida municipal corporation (“City”), and **CALVIN, GIORDANO & ASSOCIATES, INC.**, a Florida corporation (“Consultant”).

RECITALS

WHEREAS, the City and Consultant entered into that certain Professional Design Services Agreement dated December 15, 2025 (“Agreement”) for design services associated with the Chester Byrd Park Improvements project; and

WHEREAS, the once the design is complete, the Project will progress into construction and the agreement with City requires the Consultant to continue providing professional services, including construction administration and related support services; and

WHEREAS, the Parties desire to extend the term of the Agreement and clarify the continuation of services, in accordance with the terms of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. TERM EXTENSION

Section 4 (Term and Time of Performance) of the Agreement is hereby amended to extend the term of the Agreement through April 30, 2027, or until completion of the Project, whichever occurs first, unless earlier terminated in accordance with the Agreement.

2. CONTINUATION OF SERVICES

Consultant shall continue to provide professional services as required for the Project, including, without limitation, construction administration, coordination, review of submittals, responses to RFIs, site visits, and project closeout support, as may be requested by the City and consistent with the Agreement and authorized work.

3. COMPENSATION

This Amendment does not increase the not-to-exceed compensation under the Agreement. All services performed under this Amendment shall be within the existing compensation unless otherwise authorized by a separate written amendment.

4. RATIFICATION

Except as expressly modified herein, all terms, conditions, and provisions of the Agreement remain in full force and effect and are hereby ratified and confirmed.

5. CONFLICTS

In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

6. EFFECTIVE DATE

This Amendment shall be effective as of the date first written above.

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

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

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS

EVE A. BOUTSIS, CITY ATTORNEY

CANDIDO SOSA-CRUZ, ICMA-CM
CITY MANAGER

VENDOR:

**Calvin, Giordano & Associates, Inc., a
Florida corporation**

WITNESSES:

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

Title

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on _____, 2026, by _____ (name),
_____ (title), of Calvin, Giordano & Associates, Inc., a Florida corporation,
who is personally known to me or has produced _____ as
identification.

My Commission Expires:

NOTARY PUBLIC
State of Florida



City of Dania Beach Finance Memorandum

DATE: 5/26/2026

TO: Mayor and Commissioners

FROM: Candido Sosa-Cruz, ICMA-CM, City Manager

VIA: Yeimy Guzman, CPA, Chief Financial Officer

SUBJECT: Resolution Mid-Year Budget Amendment for the General Fund and Building Fund

Request:

Approval of a resolution mid-year budget amendment for the General Fund and the Building Fund.

Background:

The City Administration is requesting authorization to allocate funding from the General Fund in the amount of One Million Twenty-One Thousand One Hundred Four Dollars (\$1,021,104) and from the Building Fund in the amount of Two Million One Hundred Twelve Thousand One Hundred Four Dollars (\$2,112,104).

As part of the mid-year review, several variances were identified that necessitated this adjustment. Over the past two years, sustained downturns and significantly slower activity within the Building Fund have continued to affect revenue performance, requiring corrective measures at this point in the fiscal year. We are closely monitoring financial activity, and based on current indicators, additional reductions may be necessary before year-end to preserve fund stability and ensure continued compliance with statutory and financial management requirements.

Additionally, while the city had previously budgeted for the city programs separately, it was determined in October 2025, based on the strengthened partnership and the sponsorship process, that these programs would be supported under a consolidated funding approach for the current fiscal year. To support these initiatives, seventy-One Thousand Dollars (\$71,000.00) is available within the Community Grants account and may be utilized in alignment with this revised framework.

Budgetary Impact

Total appropriation in the General Fund in the amount of One Million Twenty-One Thousand One Hundred Four Dollars (\$1,021,104) and a budget adjustment to the Building Fund in the amount of Two Million One Hundred Twelve Thousand One Hundred Four Dollars (\$2,112,104).

Recommendation

Approve the resolution authorizing the mid-year budget amendment for the General Fund and the Building Fund.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION OF FUNDS FOR FISCAL YEAR 2025-2026, RELATING TO MID-YEAR BUDGET REVIEW BY CITY ADMINISTRATION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Dania Beach adopted Resolution No. 2025-135 providing for adoption of the Fiscal Year 2025-26 annual budget for the General Fund and Building Fund; and

WHEREAS, the City Administration's mid-year budget review of funding and expenditures reflect a need for transfer of budget appropriations and amendments to reasonably complete the current fiscal year period for the General Fund and Building Fund through September 30, 2026; and

WHEREAS, The City Administration recommends that the City Commission approve a mid-year budget amendment to provide the necessary funding and adjustments associated with the City programs, as well as to address the continued slowdown in activity within the Building Fund; and

WHEREAS, in accordance with Florida Statutes 166.241, a public hearing has been publicly noticed and conducted prior to consideration of the proposed budget amendment.

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

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

Section 2. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 3. That upon adoption of this Resolution, the budget amendment detailed in "Exhibit A", which has been made a part of and incorporated into this Resolution by this reference, will be posted with increasing total appropriations in the General Fund in the amount of One Million Twenty-One Thousand One Hundred Four Dollars (\$1,021,104) and a budget adjustment to the Building Fund in the amount of Two Million One Hundred Twelve Thousand One Hundred Four Dollars (\$2,112,104).

Section 4. That this Resolution shall become effective within ten (10) days of its passage and adoption.

PASSED AND ADOPTED on _____, 2026.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco A. Salvino, Sr. _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

Exhibit A
Mid-Year Budget Amendment Detail

Fund	Account	Description	Increase / (Decrease)
General Fund	001-72-05-572-31-13	Dania Beach Seniors Program	41,000.00
General Fund	001-72-09-574-48-10	Motorcycle Vintage Show	30,000.00
General Fund	001-11-01-511-82-10	Community Grants Programs	(71,000.00)
General Fund	001-00-00-381-11-07	Administrative Allocation from Building Fund	(871,104.00)
General Fund	001-00-00-382-04-06	Transfers In PILOT Transfer from Building Fund	(150,000.00)
General Fund	001-00-00-389-90-01	Fund Balance - Reserves	(1,021,104.00)

Fund	Account	Description	Increase / (Decrease)
Building Fund	107-15-02-524-91-00	Administrative Allocation to General Fund	(871,104.00)
Building Fund	107-15-02-524-91-90	Transfers Out PILOT Transfer to General Fund	(150,000.00)
Building Fund	107-15-02-524-99-10	Building Contingency	(100,000.00)
Building Fund	107-15-02-524-31-10	Professional Services	(991,000.00)
Building Fund	107-00-00-322-00-00	Building Permit Fees	(1,263,106.00)
Building Fund	107-00-00-389-90-01	Fund Balance - Reserves	(848,998.00)



City of Dania Beach Finance Memorandum

DATE: 5/26/2026

TO: Mayor and Commissioners

FROM: Candido Sosa-Cruz, ICMA-CM, City Manager

VIA: Darryl McFarlane, IT Division Director

SUBJECT: Approval of a Resolution Authorizing Purchases from Broadcast Systems, Inc. that will Exceed the City's Annual Vendor Threshold of \$50,000 for Fiscal Year 2025-26

Request:

The Information Technology Division requests approval of a resolution authorizing purchases from Broadcast Systems, Inc. that will exceed the City's annual vendor threshold of \$50,000 for Fiscal Year 2025-26, and authorization to waive competitive bidding requirements based on General Services Administration (GSA) Contract pricing.

Background:

Broadcast Systems, Inc. is an existing City vendor providing CCTV, video surveillance, and related infrastructure services for the City's Access Control and CCTV environment. The vendor previously converted the City's legacy camera systems to the and is currently assisting with implementing the City's Avigilon Alta Access physical access control system.

During Fiscal Year 2025-26, the City has already expended approximately \$45,000 on CCTV and related security infrastructure projects with Broadcast Systems, Inc. The City now anticipates exceeding the \$50,000 annual vendor threshold due to the approved CCTV installation project at The Patch, which includes installing new Avigilon Alta multi-sensor cameras, network connectivity equipment, point-to-point communications hardware, surge protection, mounting hardware, and related installation materials.

Broadcast Systems originally designed and implemented the City's Access Control and CCTV environment and possesses unique institutional knowledge of the City's surveillance infrastructure, configuration standards, and licensing model. Continued utilization of the same vendor ensures compatibility, minimizes operational disruption, reduces integration risks, and maintains consistency across the City's enterprise CCTV platform.

All pricing submitted by Broadcast Systems, Inc. is based on General Services Administration (GSA) Contract No. GS-07F-173GA, which satisfies competitive procurement requirements and provides the City with pre-negotiated government pricing.

Budgetary Impact

The estimated cost is \$14,234.38. Funding will be available in CRA account: 112-52-09-552-52-30 after a transfer from 112-52-09-552-31-10.

Recommendation

Approve the resolution authorizing purchases from Broadcast Systems, Inc. that will exceed the City's annual vendor threshold of \$50,000 for Fiscal Year 2025-26.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING PURCHASES OF CCTV, VIDEO SURVEILLANCE, ACCESS CONTROL, NETWORKING, AND RELATED TECHNOLOGY EQUIPMENT, SOFTWARE, INFRASTRUCTURE, AND PROFESSIONAL SERVICES FROM ER TECH SYSTEMS GROUP INC. (D/B/A BROADCAST SYSTEMS), WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, UTILIZING GSA CONTRACT NO. GS-07F-173GA; AUTHORIZING PURCHASES EXCEEDING THE CITY'S ANNUAL VENDOR THRESHOLD OF \$50,000; AUTHORIZING CONTINUED PURCHASES IN SUBSEQUENT FISCAL YEARS WHILE THE GSA CONTRACT REMAINS VALID; PROVIDING FOR CONFLICTS; AND 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, ER Tech Systems Group Inc. (d/b/a Broadcast Systems) is an existing City vendor providing CCTV, video surveillance, access control, networking, and related technology infrastructure services for City facilities and operations; and

WHEREAS, Broadcast Systems previously implemented and integrated the City's Access Control and CCTV platform and continues to provide installation, configuration, expansion, and support services related to the City's enterprise security infrastructure; and

WHEREAS, during Fiscal Year 2025-26, the City has incurred and anticipates additional expenditures with Broadcast Systems for CCTV, access control, and related infrastructure projects that will exceed the City's annual vendor threshold of Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, the City Administration has determined that utilizing Broadcast Systems provides operational continuity, compatibility with existing systems, reduced implementation risk, and efficiency due to the vendor's institutional knowledge of the City's integrated security infrastructure; and

WHEREAS, the City Commission finds it to be in the best interest of the City to waive formal competitive bidding requirements and authorize purchases from Broadcast Systems utilizing GSA Contract No. GS-07F-173GA; and

WHEREAS, the City Commission further finds it appropriate to authorize continued purchases from Broadcast Systems exceeding the annual vendor threshold in subsequent fiscal years, provided such purchases continue to utilize valid GSA contract pricing and are otherwise subject to budgetary appropriation and applicable procurement requirements.

WHEREAS, the proposal is through a GSA Contract and was deemed by staff to be the most responsive and responsible, and provides for improved access control and CCTV capabilities.

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 hereby authorizes purchases from ER Tech Systems Group Inc. (d/b/a Broadcast Systems) exceeding the City's annual vendor threshold of Fifty Thousand Dollars (\$50,000.00) utilizing GSA Contract No. GS-07F-173GA without competitive bidding and without advertisement for bids.

Section 3. That the City Manager and proper City officials are authorized to execute all necessary documents and take all actions necessary to implement the intent of this Resolution.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution shall be repealed to the extent of such conflict.

Section 5. That this Resolution shall be effective 10 days after passage.

SIGNATURES ON THE FOLLOWING PAGE

PASSED AND ADOPTED on _____, 2026.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Finance Memorandum

DATE: 5/26/2026

TO: Mayor and Commissioners

FROM: Candido Sosa-Cruz, ICMA-CM, City Manager

VIA: Darryl McFarlane, IT Division Director

SUBJECT: Retroactive approval of Cybersecurity Grant Agreement with the State of Florida Department of Management Services

Request:

Approve the resolution authorizing purchases from Broadcast Systems, Inc. that will exceed the City's annual vendor threshold of \$50,000 for Fiscal Year 2025-26.

Background:

The Florida Local Government Cybersecurity Grant is a program that offers local government agencies and municipalities the opportunity to receive services to improve their cybersecurity posture and resiliency. This benefits everyone by equipping local governments with software, services, and solutions to protect infrastructure and Floridians' data.

The Grant Agreement itself is considered to have a \$0 value, as no funds are exchanged between the grantee and FLDS, as FLDS purchases solutions on the grantee's behalf.

The Florida Local Government Grant Team estimates the value of these services at \$188,889.47.

Budgetary Impact

N/A

Recommendation

Retroactively approve the Cybersecurity Grant Agreement with the State of Florida Department of Management Services.

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES (DMS) UNDER THE LOCAL GOVERNMENT CYBERSECURITY PROGRAM AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida has allocated \$15 million for the Florida Local Government Cybersecurity Grant Program to provide technical assistance to local governments, improving their cybersecurity posture and resiliency; and

WHEREAS, the City has been awarded a grant through the program, and the initial grant period and funding is for 12 months and agreements will be renewed for subsequent years, if funding is provided by the State; and

WHEREAS, the grant will not provide funding to the City, but instead allows the City to subscribe to assistance and capabilities offered through the program; and

WHEREAS, the City Administration recommends that the City Commission approve and authorize execution of the grant agreement and participation in the Local Government Cybersecurity Grant Program;

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 appropriate City officials to execute the grant agreement, which agreement is confidential and exempt from section 119.07(1), F.S. and section 286.011, F.S. and therefore, not attached to this Resolution.

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 ten days after its passage and adoption.

SIGNATURES ON THE FOLLOWING PAGE

PASSED AND ADOPTED on _____, 2026.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Public Services Memorandum

DATE: 5/26/2026

TO: Mayor and Commissioners

FROM: Candido Sosa-Cruz, ICMA- CM, City Manager

VIA: Fernando J. Rodriguez, Public Services Director
Oscar Vasquez, Public Services Director

**SUBJECT: APPROVAL OF THE FOURTH AMENDMENT WITH SAM'S
LANDSCAPING FOR TREE TRIMMING SERVICES**

Request:

Approval of the Fourth Amendment to the existing Agreement between the City of Dania Beach and Sam's Landscape Maintenance, Inc., for additional tree trimming services outside the original scope of the Agreement, including hurricane preparedness tree trimming, tree trimming services outside the jurisdiction of the Florida Department of Transportation (FDOT), and unforeseen services on an as needed basis, with authorization for services to be applied retroactively to March 1, 2026.

Background:

On November 12, 2015, the City entered into an Agreement with Sam's Landscape Maintenance, Inc. for landscape maintenance services. Since execution of the Agreement, the City has identified the need for additional tree trimming services that were not specifically contemplated within the original scope of work. These additional services include hurricane preparedness tree trimming activities and tree trimming services for areas outside FDOT jurisdiction.

Additionally, from time to time, unforeseen circumstances arise requiring immediate tree trimming and related services necessary to protect the public health, safety, and welfare of the community. The Fourth Amendment authorizes the Contractor to perform these additional services on an as needed basis as directed by the City.

Due to operational needs and the importance of maintaining public safety and hurricane preparedness efforts, the Amendment further authorizes approval of these additional services retroactive to March 1, 2026.

The Amendment further provides that all remaining terms and conditions of the original Agreement shall remain in full force and effect.

Budgetary Impact

City Administration recommends approval of the Fourth Amendment to the existing Agreement with Sam's Landscape Maintenance, Inc., to provide additional tree trimming services, hurricane preparedness services, and unforeseen services on an as needed basis in an amount not to exceed \$80,000.00.

Recommendation

City Administration recommends approval of the Fourth Amendment to the existing Agreement with Sam's Landscape Maintenance, Inc., to provide additional tree trimming services, hurricane preparedness services, and unforeseen services on an as needed basis in an amount not to exceed \$80,000.00.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE FOURTH AMENDMENT TO THE EXISTING AGREEMENT WITH SAM'S LANDSCAPE MAINTENANCE, INC. FOR ADDITIONAL TREE TRIMMING SERVICES, INCLUDING HURRICANE PREPAREDNESS SERVICES AND UNFORESEEN SERVICES ON AN AS NEEDED BASIS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE FOURTH AMENDMENT AND ANY NECESSARY DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 12, 2015, the City of Dania Beach entered into an Agreement with Sam's Landscape Maintenance, Inc. for landscape maintenance services; and

WHEREAS, the City has identified the need for additional tree trimming services not specifically contemplated within the original scope of work, including hurricane preparedness tree trimming services and tree trimming services outside the jurisdiction of the Florida Department of Transportation (FDOT); and

WHEREAS, from time to time unforeseen circumstances arise requiring immediate tree trimming and related services necessary to protect the public health, safety, and welfare of the community; and

WHEREAS, the fourth amendment authorizes Sam's Landscape Maintenance, Inc. to provide additional tree trimming services, hurricane preparedness services, and unforeseen services on an as needed basis as directed by the City; and

WHEREAS, the total cost for the additional services authorized under the Fourth amendment shall not exceed Eighty Thousand Dollars (\$80,000.00); and

WHEREAS, the City Commission finds that approval of the fourth amendment with Sam's Landscape Maintenance, Inc. is in the best interest of the City.

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

Section 1. That the above "Whereas" clauses are ratified and confirmed and incorporated herein by this reference.

Section 2. The City Commission hereby approves the fourth amendment to the existing Agreement with Sam's Landscape Maintenance, Inc. for additional tree trimming services, including hurricane preparedness services and unforeseen services on an as needed basis.

Section 3. The City Manager is hereby authorized to execute the Fourth amendment and any necessary documents related thereto.

Section 4. That funding will be appropriated from Landscape Account No. 001-39-04-539-46-50.

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

Section 6. That this Resolution shall become effective ten (10) days after adoption.

PASSED AND ADOPTED on _____, 2026.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**FOURTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF DANIA BEACH, FLORIDA
AND SAM'S LANDSCAPE MAINTENANCE, INC.**

THIS FOURTH AMENDMENT TO AGREEMENT ("Fourth Amendment") is made and entered into as of this ____ day of _____, 2026, by and between the CITY OF DANIA BEACH, FLORIDA, a Florida municipal corporation ("City"), and SAM'S LANDSCAPE MAINTENANCE, INC., a Florida corporation ("Contractor").

RECITALS

WHEREAS, the City and Contractor entered into that certain Agreement dated November 12, 2015, relating to Grounds and Right-of-Way Maintenance Services (the "Original Agreement");

WHEREAS, the parties subsequently entered into additional amendments, including a First Amendment dated March 8, 2022, to include small projects and contingency work on an as-needed basis;

WHEREAS, the parties thereafter entered into a Renewal Agreement extending the term of the Agreement through November 12, 2027;

WHEREAS, the City desires to authorize additional services and increase available compensation consistent with the approved fiscal year budget and operational needs of the City; and

WHEREAS, the City Commission has determined that entering into this Fourth Amendment is in the best interest of the City.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals.

The foregoing recitals are true and correct and incorporated herein by reference.

2. Additional Services and Administrative Authority.

Contractor shall continue to provide landscape maintenance, irrigation, right-of-way maintenance, beautification, contingency work, small projects, emergency response services, and related ancillary services consistent with the general scope and nature of landscaping and right-of-way maintenance services contemplated under the Agreement and related procurement documents.

The City Manager or designee is authorized to approve and direct additional work, modify service locations, adjust maintenance frequencies, authorize contingency work, authorize emergency services, and expand services within the general scope of the Agreement, provided that:

(a) such work remains within the categories of services contemplated under the Agreement and related procurement documents;

(b) sufficient budgeted funds are available;

(c) the total compensation authorized under the Agreement, as amended, is not exceeded;

(d) all such work is authorized in writing by the City.

3. Compensation.

The compensation authorized under the Agreement is hereby increased by an amount not to exceed \$80,000.00, consistent with the approved FY 2026 budget.

Where reasonably practicable, additional work shall be performed pursuant to existing contract pricing. For work not covered by existing pricing, Contractor shall provide a written quotation or proposal for review and approval by the City prior to commencement of the work, unless the City determines that emergency conditions require immediate response.

4. Work Authorizations.

The City may issue written work authorizations, task directives, field authorizations, or similar written instructions for services authorized under this Fourth Amendment.

Nothing contained herein shall obligate the City to order any minimum quantity of services or expend any minimum amount under the Agreement.

5. Funding and Appropriations.

The obligations of the City under this Fourth Amendment are subject to the availability of lawfully appropriated funds. Nothing contained herein shall be construed to require the City to appropriate funds in future fiscal years.

6. Ratification.

Except as expressly modified herein, all other terms, conditions, covenants, and provisions contained in the Agreement, prior amendments, and Renewal Agreement shall remain unchanged, ratified, and in full force and effect.

This Fourth Amendment shall be construed as supplemental to the Original Agreement and prior amendments and shall not be construed to waive, replace, or extinguish any provision of the Original Agreement or prior amendments except as expressly stated herein.

7. Conflict.

In the event of a conflict between this Fourth Amendment and the Agreement or prior amendments, the terms of this Fourth Amendment shall control.

8. Effective Date.

This Fourth Amendment shall become effective immediately upon full execution by the parties.

SIGNATURES ON THE FOLLOWING PAGES

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

ATTEST:

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

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO LEGAL FORM:

CANDIDO SOSA-CRUZ, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

CONTRACTOR:
Sam's Landscape Maintenance, Inc., a
Florida corporation

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

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 this ____ day of _____, 2026, by _____, as _____ of Sam's Landscape Maintenance, Inc., who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC
State of Florida

My commission expires:



City of Dania Beach Community Development Memorandum

DATE: 5/26/2026

TO: Mayor and Commissioners

FROM: Candido Sosa-Cruz, ICMA-CM, City Manager

VIA: Eleanor Norena, CFM, Director
Corinne Lajoie, MURP, AICP, Deputy Director

SUBJECT: TX-018-26: The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances, Land Development Code (LDC), regarding Board attendance. (First Reading)

Request:

To adopt an ordinance to make the attendance requirements for advisory boards consistent for all boards.

PUBLIC HEARING NOTICE

This item was duly advertised, posted, and noticed pursuant to Article 610 of the LDC.

Background:

Recently, the City Commission raised concerns over advisory board attendance. The City Commission wanted the administration to review the attendance records and the attendance policies for the various advisory boards. Each board had a different set of criteria for attendance, allowing multiple absences, provided the absences were not consecutive, and allowing for "excused" absences.

Staff Analysis

As not every board meets monthly, it is the recommendation to only allow two (2) absences, excused per year. These two (2) absences include all excused and unexcused absences. Upon the third absence, the member is automatically removed from the board.

During the November 2024 election, the City also had several charter ballot questions heard, and the voters approved a change to the charter that would require advisory board members who are residents to be residents 12 months prior to their appointment to an advisory board. The requirement used to be a six-month residency requirement. The proposed language updates for

all the boards are to reflect a 12-month versus a six-month residency requirement in an effort to create consistency.

Not all advisory boards were created by ordinance, so the attached ordinance provides (1) specific language changes to those boards created by ordinance (Public Art Board, Marine Advisory Board, and Planning and Zoning Board,) and then modifies all the resolutions that created the remaining functioning advisory boards: Resolution No. 2025-002/58-99 (Parks, Recreation and Community Affairs Advisory Board); No.: 2013-047/2009-026 (Green Advisory Board); No.: 2018-035/2013-019 (Education Advisory Board); and No.: 2009-054 (Charter Review Board).

This application requires two (2) public hearings by the City Commission.

Budgetary Impact

These proposed amendments will have no budgetary impacts on the City.

Recommendation

The Community Development Department is recommending that the City Commission approve the ordinance on first reading.

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO ADVISORY BOARD ATTENDANCE, ALTERNATE BOARD MEMBERS AND ELIGIBILITY BY AMENDING THE FOLLOWING SECTIONS OF THE CITY CODE: (1) SECTION 811-130, ENTITLED "PUBLIC ART ADVISORY BOARD; (2) SECTIONS 2-120, ENTITLED (MARINE ADVISORY BOARD) "MEMBERS' COMPENSATION; TERM", AND SECTION 2-121, ENTITLED (MARINE ADVISORY BOARD) "RULES OF PROCEDURE"; (3) SECTION 720-10, ENTITLED (PLANNING & ZONING BOARD) "CREATED; APPOINTMENT"; AND (4) ADVISORY BOARD RESOLUTIONS RELATING TO THE FOLLOWING BOARDS: PARKS, RECREATION AND COMMUNITY AFFAIRS ADVISORY BOARD; GREEN ADVISORY BOARD; EDUCATION ADVISORY BOARD; AND CHARTER REVIEW BOARD, IN ORDER TO MODIFY THE QUALIFICATIONS AND ATTENDANCE OF ADVISORY BOARD MEMBERS, AND TO PROVIDE FOR ADVISORY BOARD ALTERNATE MEMBERS WHEN NOT PREVIOUSLY PROVIDED; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Charter was amended in 2024 to require that advisory board members be a resident of the City at least 12 months prior to appointment; and

WHEREAS, the various advisory board ordinances are being amended to reflect the charter change; and

WHEREAS, the City has various rules for advisory boards as it relates to "excused" and "unexcused" absences, meanwhile the boards are having difficulty meeting quorum; and

WHEREAS, the City is seeking to make attendance rules uniform by requiring that all boards have the same policy, which is to only allow two absences (regardless of whether they are excused or not) per year; and

WHEREAS, the City seeks to amend all ordinances relating to existing boards and all resolutions relating to advisory boards to provide for a 12 month residency requirement before appointment (consistent with the charter) and providing for solely two (2) absences per year, per advisory board member; and

WHEREAS, the City wants to ensure that each advisory board provides for alternate board members to ensure that there is quorum in the case of absences.

**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”, at Article 811, entitled “Public Art Program: at Section 811-130 entitled “Public Art Advisory Board”, is amended as follows:

**CHAPTER 28
LAND DEVELOPMENT CODE**

* * *

ARTICLE 811 - PUBLIC ART PROGRAM

* * *

Sec. 811-130. Public Art Advisory Board.

There shall be created a Public Art Advisory Board whose membership, meetings, duties, and other responsibilities are as described below:

- (A) *Membership.* All advisory board members that are required to be City residents shall be City residents for at least 12 months prior to appointment. The Board shall be composed of the following members:
- (i) Four (4) board members must be knowledgeable in one of the identified fields of: fine art, be employed by any art dealer, art gallery, artists' representative, museum or other entity which derives income from the sale or display of artwork, be a professional in the field of art, architecture, art history, architectural history, urban planning, landscape architecture, interior design, graphic or product design, urban planners, or possess a minimum of a bachelor's degree in said field from an accredited university, or be involved in an art program within the community. Dania Beach residents and Broward County residents will be eligible to serve on the advisory board.
 - (ii) Three (3) city residents with a strong interest and knowledge of the visual arts; whom shall have been a resident of the City of Dania Beach for a minimum of 12 months ~~six (6) months~~ prior to any such appointment. For the first appointment to the Board, the two (2) members may be selected from the formerly active Creative Arts Council Advisory Board.
 - (iii) That the City Commission shall appoint one (1) City Commissioner to sit as a liaison to the Board. Such appointed City Commissioner liaison shall serve a term consistent with the duration of their election term and without compensation at the pleasure of the City Commission of the City of Dania Beach.
 - (iv) The City Commission shall vote on the selection of each member. The required quorum shall consist of four (4) members.

- (v) There shall be two alternate board members, one appointed from subsection (i) and the second appointed from subsection (ii) by the City Commission. Alternate Board members are to attend all meetings and all attendance requirements shall apply equally to the alternate board members.
- (vi)(v) Each member shall be appointed by the City Commission, based upon the criteria and approved by a majority of the entire City Commission. The positions appointed to the Art Board, and their term provisions, and additional terms:

* * *

- (B) *Meetings.* If any member fails to attend three (3) meetings (regardless of whether the board member is excused or not) annually shall automatically be removed from the board, and the City Commission shall promptly fill that vacancy. Board meets a minimum of four (4) times per year but may meet more frequently as needed. An absence by any board member from any three (3) meetings (whether excused or not) shall constitute an automatic resignation of such member. Failure to have quorum to hold a meeting shall be considered an absence for those board members that cause the failure of quorum.

Section 3. That Chapter 2, entitled “Administration”, Article VI, entitled “marine Advisory Board”, at sections 2-120- 2-121, is amended as follows:

CHAPTER 2

ADMINISTRATION

* * *

ARTICLE VI. MARINE ADVISORY BOARD

* * *

Sec. 2-120. - Members' compensation; term.

The members of the marine advisory board shall serve without compensation, and each member shall serve for a term consistent with the duration of the term of the appointing commissioner. The board shall consist of five (5) members appointed by the city commission, and two alternates. Each commissioner shall appoint one (1) member who has been a resident of the city for at least 12 months ~~six (6) months~~. It is recommended that the appointees be engaged in a marine related business or have prior marine related business experience.

Sec. 2-121. Rules of procedure.

It is recommended that the marine advisory board shall be governed by the following rules of procedure:

- (1) The board shall select its own chairperson and secretary, unless the chairperson is designated by the city commission.
- (2) It is suggested that the board meet not less than once a month, and more frequently if business requires. Notice of the meetings shall be given by the chairperson or his/her representative.
- (3) All advisory board members shall be City residents for at least 12 months prior to appointment. If any member fails to attend three (3) meetings annually (regardless of whether the absence is excused or not) shall automatically be removed from the board, and the City Commission shall promptly fill that vacancy. Unexcused aAn absence by any board member from any three (3) consecutive meetings or any three (3) consecutive absences shall constitute an automatic resignation of such member. Failure to have quorum to hold a meeting shall be considered an-unexcused absence by those advisory board member(s) that cause the failure of quorum. Alternate Board members are to attend all meetings and all attendance requirements shall apply equally to the alternate board members.
- (4) Three (3) members of the board shall constitute a quorum at any meeting of the board, but no action shall be binding when taken by the board except at a meeting as provided in this section, and recorded in the minutes of the meeting.
- (5) A record of the board's proceedings shall be made and kept by the secretary and shall be open to inspection at all times.
- (6) All meetings shall be open to the press and general public and all persons desiring to appear before the board shall be given reasonable time to present their views on any matter being considered by the board.

* * *

Section 4. That Chapter 28, Land Development Code, at Article 720, entitled “Planning & Zoning Board, at 720-10, entitled “Created; appointment”, is amended as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

ARTICLE 720. - PLANNING AND ZONING BOARD

Sec. 720-10. - Created; appointment.

The members of the city planning and zoning board as created by the City Charter, shall be appointed by the city commission and be residents of the City at least 12 months prior to their

appointment. No city employee shall be eligible for membership on the board. If any member fails to attend three (3) meetings (regardless of whether the member is excused or not) annually shall automatically be removed from the board and will be considered to have voluntarily resigned. The City Commission shall promptly fill that vacancy. Failure to have quorum to hold a meeting shall be considered an absence by those advisory board members that cause the lack of quorum. Consistent with the City Charter, Part 8, Article I, there shall be five members and two alternate board members appointed by the City Commission. Alternate Board members are to attend all meetings and all attendance requirements shall apply equally to the alternate board members.

* * *

Section 5. Amending all existing resolutions authorizing advisory board as follows:

The provisions in the following resolutions: No. 2025-002/58-99 (Parks, Recreation and Community Affairs Advisory Board); No.: 2013-047/2009-026 (Green Advisory Board); No.: 2018-035/2013-019 (Education Advisory Board); No.: 2009-054 and 2015-10 (Charter Review Board), and No. 2018-0034 (alternate board members) relating to qualifications and attendance of advisory board members shall be amended to provide the following:

- (1) If any member of the advisory board fails to attend three (3) meetings annually (whether the absence is excused or not), she/he shall automatically be removed from the board and be considered to have resigned. The City Commission shall promptly fill that vacancy. Failure to have a quorum to hold a meeting shall be considered an absence by those advisory board members that cause the lack of quorum. All advisory board members shall be City residents for at least 12 months prior to appointment.
- (2) The Parks Recreation and Community Affairs Advisory Board currently provides for one alternate board member. The Charter Review Board provides for five (5) alternate Board Members. The Green and the Education Advisory Boards do not provide for alternate board members. Upon adoption of this ordinance all advisory board addressed in this Section 6, relating to the following board: the Green, Parks Recreation and Community Affairs, and Education Advisory Boards, shall all have two alternate board members appointed by the City Commission. Alternate Board members are to attend all meetings of the advisory board and all attendance requirements shall apply equally to the alternate board members. The Charter Review Board shall maintain its five (5) alternate board members.

* * *

Section 6. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 7. It is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 8. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2026.

PASSED AND ADOPTED on second reading on _____ 2026.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

SIGNATURES ON THE FOLLOWING PAGE

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
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 X3792
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☒ Other: _____

Date Rec'd: 03/18/26

Petition No.: TX-018-26

(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: 100 W DANIA BEACH BLVD

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative (circle one) CITY OF DANIA BEACH

Address of Applicant: 100 W DANIA BEACH BLVD

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: CITY OF DANIA BEACH

Address of Property Owner: 100 W DANIA BEACH BLVD

Principal Member(s)/Responsible Party: _____

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Text Amendment to the attendance requirements for advisory boards consistent for all boards
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*)

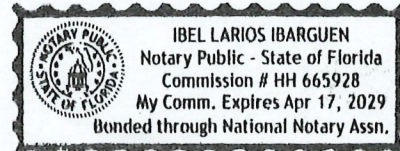
BEFORE ME THIS 18th DAY OF March, 2026

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.***



Campaign No.	70931
Today's Date	5 May 2026
P.O. Number	
Sales Rep	Walters, Dustin

bill-to

City of Dania Beach- City Clerk's Office
100 W. Dania Beach Blvd
Dania Beach, FL 33004-3699
Tel: 954 924-6800
Account No: 105628

advertiser

City of Dania Beach- City Clerk's Office
100 W. Dania Beach Blvd
Dania Beach, FL 33004-3699
Tel: 954 924-6800
Account No: 105628

Campaign Summary

Description	TX-018-26 Board Attendance Policy (First Reading) - Ad
Start Date	5/11/2026
End Date	5/12/2026
Currency	

Cost Summary

Gross Amount	\$308.99
Agency Commission	\$0.00
Net Amount	\$308.99
Estimated Tax	\$0.00
Total	\$308.99

Package Details

Description	Start Date	Price
Notice of Public Meeting	5/11/2026	308.99
Package Component Detail		Start Date
Public Notices		5/11/2026
Affidavit		5/11/2026
Sun Sentinel Classified		5/11/2026

**NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Tuesday, May 26, 2026

TIME: 7:00 p.m. or as soon thereafter as the same may be heard

PLACE : City Commission Chambers

Dania Beach City Hall

100 West Dania Beach Blvd.

Dania Beach, FL 33004

SUBJECT: TX-018-26: The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinance, Chapter 28 of the Land Development Code (LDC), regarding Board attendance. (First Reading)

The following is the proposed Ordinance of the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO ADVISORY BOARD ATTENDANCE, ALTERNATE BOARD MEMBERS AND ELIGIBILITY BY AMENDING THE FOLLOWING SECTIONS OF THE CITY CODE: (1) SECTION 811-130, ENTITLED "PUBLIC ART ADVISORY BOARD; (2) SECTIONS 2-120, ENTITLED (MARINE ADVISORY BOARD) "MEMBERS' COMPENSATION; TERM", AND SECTION 2-121, ENTITLED (MARINE ADVISORY BOARD) "RULES OF PROCEDURE"; (3) SECTION 720-10, ENTITLED (PLANNING & ZONING BOARD) "CREATED; APPOINTMENT"; AND (4) ADVISORY BOARD RESOLUTIONS RELATING TO THE FOLLOWING BOARDS: PARKS, RECREATION AND COMMUNITY AFFAIRS ADVISORY BOARD; GREEN ADVISORY BOARD; EDUCATION ADVISORY BOARD; AND CHARTER REVIEW BOARD, IN ORDER TO MODIFY THE QUALIFICATIONS AND ATTENDANCE OF ADVISORY BOARD MEMBERS, AND TO PROVIDE FOR ADVISORY BOARD ALTERNATE MEMBERS WHEN NOT PREVIOUSLY PROVIDED; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available online. For more information, please call the Planning Division at (954) 924-6805 Ext. 3654 and staff will direct you to the online project information.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not provide or prepare such record pursuant to F.S. 286.0105.

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 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

Application Information

Project: Text Amendments

Project: Text Amendments

Application Site: City Wide

Request: To adopt an ordinance making the attendance requirements for advisory boards consistent for all boards.

Hearing Date & Time: May 26, 2026 at 7:00 PM

Hearing Location: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd

Contact Information: Claudia Viviana Batista, PZ Manager, 954-924-6805 Ext. 3654

5/11/2026 70931

This Insertion Order Form forms part of the Agreement by and between Customer and Tribune Publishing Company ("**Company**"), and is governed by the terms and conditions set forth in Company's Business Terms of Service (available at <https://www.tribpub.com/central-terms-of-service/>) (the "**Business Terms**") and the Data Processing Addendum (the "**DPA**") The Business Terms, DPA, and this Insertion Order are collectively referred to as the "**Agreement**." The Business Terms and DPA constitute integral parts of this Insertion Order and are hereby incorporated into this Insertion Order by this reference. Capitalized Terms not otherwise defined in this Insertion Order have the same meanings as that ascribed to them in Business Terms. In the event of any ambiguity, conflict, or inconsistency between any of the Business Terms, this Insertion Order, and the DPA, the following order of precedence shall govern for purposes of resolving any such ambiguity, conflict, or inconsistency: (1) this Insertion Order, (2) the DPA, if applicable, and (3) the Business Terms.



City of Dania Beach Commission Memorandum

DATE: May 26, 2026

TO: City Commission, City of Dania Beach

FROM: Commissioner Luis Rimoli

SUBJECT: Request for Commission Support – Dania Elementary School

Request

Dania Elementary is seeking city commission support to sponsor t-shirts for Dania Elementary 5th grade class field trip.

Background

This is the first year that the 5th grade class will participate in an out-of-district field trip to Busch Gardens. This experience is intended to celebrate and reward the students for their dedication, positive behavior, and hard work throughout the academic year. The T-shirts will serve not only as a keepsake for the students, but also as a way to promote school pride, unity, and safety during the trip.

Budgetary Impact

\$1089.04

I respectfully ask for the Commission's consideration and approval of this request.

Singh, Maxine

From: Ebony Y. Walker <ebony.walker@browardschools.com>
Sent: Monday, May 4, 2026 2:54 PM
To: Singh, Maxine
Cc: Michael V. Billins
Subject: Dania ES - Donation
Attachments: Scanned_from_a_Lexmark_Multifunction_Product04-23-2026-122443 (1).pdf

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside the City of Dania Beach. Do not click links or open attachments unless you recognize the sender **and** expect the content.

Good afternoon,

The purpose of this email is to respectfully request the assistance of the City of Dania Beach , Mayor Davis, and the City Commissioners in supporting Dania Elementary School with the purchase of field trip T-shirts for our 5th grade Class of 2026.

This school year marks a very special milestone for our students, as it is the first year that our 5th grade class will participate in an out-of-district field trip to Busch Gardens. This experience is intended to celebrate and reward the students for their dedication, positive behavior, and hard work throughout the academic year. The T-shirts will serve not only as a keepsake for the students, but also as a way to promote school pride, unity, and safety during the trip.

Support from the City of Dania would greatly enhance our ability to provide this memorable experience for all students, ensuring that every child feels included and recognized for their achievements. Dania Elementary deeply values its partnership with the City of Dania Beach, and we are truly grateful for the continued support shown to our school and community.

Thank you in advance for your generosity, time, and consideration. Your support will have a meaningful and lasting impact on our students and their educational journey.

Ebony Walker Office Manager I - Confidential

Dania Elementary

300 SE 2nd Ave

Dania Beach, FL 33004

Phone 754-323-5375, Fax 754-323-5340

www.browardschools.com

email: ebony.walker@browardschools.com



Under Florida law, email addresses, and all forms of communications, including email communications, made or received in connection with the transaction of School Board business are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone.

The School Board of Broward County, Florida expressly prohibits bullying, including cyberbullying, by or towards any student or employee. See Policy 5.9: Anti-Bullying for additional information.



OCALA T-SHIRTS & MORE
3101 SW 34th Ave
Ocala, Florida 34474
352-304-5262
<https://remixtees.com>
christina@remixtees.com

Created	April 16, 2026
Customer Due Date	April 16, 2026
Terms	100% Payment Upfront
Total	\$1,089.04
Outstanding	\$1,089.04

Customer Billing
DANIA ELEMENTARY SHOOL
MICHAEL BILLINS
300 Southeast 2nd Avenue
Dania Beach, 33004
754-323-5350
michael.billins@browardschools.com

Customer Shipping
DANIA ELEMENTARY SHOOL
MICHAEL BILLINS

Customer Notes
<https://square.link/u/kAQSkB72>

Category	Item #	Color	Description	XS	S	M	L	XL	2XL	Qty	Items	Price	Total
PRINTING	5000	IRIS	Gildan - Unisex Heavy Cotton™ T-Shirt - 5000	1	20	6	8	4	1		40	\$13.00	\$520.00
PRINTING	5000B	IRIS	Gildan - Youth Heavy Cotton™ T-Shirt - 5000B		3	23	5	6			37	\$13.00	\$481.00

Fee	Description	Qty	Amount	Total
HANDLING FEE	HANDLING FEE	1	\$40.04	\$40.04
	SHIPPING	1	\$48.00	\$48.00

Total Quantity	77
Item Total	\$1,001.00
Fees Total	\$88.04
Sub Total	\$1,089.04
Tax	\$0.00
Total Due	\$1,089.04
Paid	\$0.00
Outstanding	\$1,089.04

Thank you for inquiring about Remix T-Shirt Company.

Payment due in full at time of order placement to process your order.
After January 1st a 4% administrative fee will be added to any order

To waive administrative fee you can pay via these options:

Cash/Check - Must be paid in full upfront



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: May 26, 2026

TO: Mayor and City Commission

FROM: Eve A. Boutsis, City Attorney

SPONSOR: Commissioner Lori Lewellen

SUBJECT: Travel Policy Amendment

The Request:

To approve the amendment to the City's travel policy.

Background:

To update the policy as it relates to elected officials:

3.1.2 The following types of travel must be authorized in advance by the City Commission:

- a. Conferences (including workshops, training courses, seminars) outside of the tri-county area (Broward, Dade, and Palm Beach Counties)
- b. Conventions (including workshops, training courses, seminars) outside of the tri-county area (Broward, Dade, and Palm Beach Counties)
- c. Extended travel (including foreign travel)
- d. The Vice-Mayor and City Commissioners are provided an individual discretionary annual travel allotment of Six Thousand (\$6,000.00), each per Commissioner. The Mayor, as the ceremonial leader of the City, shall be entitled to an annual travel allotment of Twelve Thousand (\$12,000.00) Commission travel within this threshold will not require pre-approval. However, the City Commission will continue to use the Travel Authorization Form process in order to maintain budgetary control and compliance. Any travel expense above the annual, individual amount, delineated herein shall require City Commission authorization during a Commission meeting, with back-up information.

And, to clarify the rideshare policy.

5.6.2 Ride share - Taxi/Uber/Lyft: Taxis, Uber and Lyft are acceptable modes of transportation to and from the airport and within metropolitan city areas. These items will only be reimbursed if the Traveler is not eligible for mileage reimbursement. Ride share rides shall not be reimbursed for premium. Basic Uber or Lyft should be utilized.

Recommendation

Approve the resolution.

Budgetary Impact

The City's budget for commissioner travel is being reduced.

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, UPDATING AND AMENDING THE CITY TRAVEL; POLICY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 14, 2019, the City Commission adopted Resolution 2019-037, approving the City's travel policy; and

WHEREAS, such Policy defines a standard procedure to be adhered to by all elected officials, officers and employees of the City; and

WHEREAS, the travel policy is being updated to provide additional direction as it relates to Commission travel; and

WHEREAS, the City Manager retains the authority to further limit and restrict employee travel; and

WHEREAS, the Policy amendment is in the best interest of the City, elected officials, officers and employees of the City;

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

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

Section 2. That the City Commission amends its "Travel Policy". A copy of the Policy is attached as Exhibit "A", which is made a part of and is incorporated into this Resolution by this reference.

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 10 days after passage and adoption.

SIGNATURES ON THE FOLLOWING PAGE

PASSED AND ADOPTED on _____, 2026.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT A



City of Dania Beach, Florida

Travel Policy

2019

2026

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

Travel Policy	Policy Number: COMM-2019-
Originating Department: City Manager	Effective Date:
This policy replaces the Travel Policy dated June 13, 2006 and Revision June 12, 2018. <u>prior travel policies</u>	Page 1 of 18
Approved by: City Commission	May 14, 2019 Reso 2019-037 2026

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1 INTRODUCTION

1.1 OVERVIEW

- 1.1.1 The City of Dania Beach Travel Policy has been formulated to protect the interest of the City of Dania Beach by ensuring travel expenses are incurred in a valid, cost effective, time efficient, and consistent manner.
- 1.1.2 The attendance of employees at seminars and training programs is considered part of continual professional development. Attendance at such seminars and programs must be pre-approved by the Department Director, City Manager, and City Commission, as applicable.
- 1.1.3 The City will pay all reasonable out-of-pocket expenses for lodging, travel costs, meals, etc. pursuant to this Policy. However, no such expenses will be reimbursed without receipts documenting actual payment of such expenses.
- 1.1.4 Authorized Travelers must adhere to all policies outlined herein, the Procurement Policy, the Procurement Card Policy, and the City's financial and operational policies. The misrepresentation or altering of claims for reimbursement may result in the filing of criminal complaint(s) as well as disciplinary action. The City will pay all reasonable out-of-pocket expenses for lodging, travel costs, meals, etc. pursuant to this Policy. However, no such expenses will be reimbursed without receipts documenting actual payment of such expenses.
- 1.1.5 Authorized Travelers who are hourly and attend a conference are assumed to be working no more than eight (8) hours each day and will not be paid overtime for conference attendance.

2 CODE OF CONDUCT

- 2.1.1 The Code of Conduct for the City's Travel Policy is designed to provide the employee the philosophy and a set of guidelines to follow regarding travel for official City business.
- 2.1.2 **Travel:** Travel is reimbursed for official city business only. Each Traveler is expected to find the most cost effective and reasonable means of travel. The selection of premium travel shall be the traveler's individual cost.
- 2.1.3 **Meals:** Meals are reimbursed only when traveling on official city business. Personal meals are not reimbursed.
- 2.1.4 **P-Card:** The employee may use their P-Card for approved travel-related expenses provided they are in compliance with the City's P-Card Policy.
- 2.1.5 **Travel Charge Disputes:** If a disagreement occurs with a hotel, transportation agency or restaurant, the Traveler should make every effort to reach a reasonable settlement to the dispute and inform their manager.

- 2.1.6 **Documentation:** All transactions when traveling on official city business must be properly documented for business purposes. Any altered or forged documentation is strictly prohibited.
- 2.1.7 **Purchase Restrictions:** The purchase of products, services or commodities not authorized in the City's Procurement Manual or Travel Policy is strictly prohibited. The Traveler must verify with the department director or the Finance Department if there are any questions about whether a charge is valid according to policy.
- 2.1.8 **Purchase Limits:** All dollar value purchase limits will be adhered to under the Travel Policy and any splitting of transactions to avoid authorized limits is strictly prohibited.

3 AUTHORIZATION TO INCUR TRAVEL EXPENSES

3.1 CITY COMMISSION AUTHORITY

- 3.1.1 The City Commission is authorized to approve City Manager, and City Attorney travel outside of the tri-county area (including out-of-state travel). The selection of premium travel, rental car, or ride share services shall be at the traveler's individual cost, and not reimbursable by the City, except if the cost differential is nominal.
- 3.1.2 The following types of travel must be authorized in advance by the City Commission:
- Conferences (including workshops, training courses, seminars) outside of the tri-county area (Broward, Dade, and Palm Beach Counties)
 - Conventions (including workshops, training courses, seminars) outside of the tri-county area (Broward, Dade, and Palm Beach Counties)
 - Extended travel (including foreign travel)
 - The Vice-Mayor and City Commissioners are provided an individual discretionary annual travel allotment of Six Thousand (\$6,000.00), ~~each per Commissioner.~~ The Mayor, as the ceremonial leader of the City, shall be entitled to an annual travel allotment of Twelve Thousand (\$12,000.00) Commission travel within this threshold will not require pre-approval. However, the City Commission will continue to use the Travel Authorization Form process in order to maintain budgetary control and compliance. Any travel expense above the annual, individual amount, delineated herein shall require City Commission authorization during a Commission meeting, with back up information.

3.2 CITY MANAGER AUTHORITY

- 3.2.1 The City Manager or designee is authorized to approve departmental travel outside of the tri-county area (including out-of-state travel).
- 3.2.2 The following types of travel must be authorized in advance by the City Manager:
- Conferences (including workshops, training courses, seminars) outside of the tri-county area (Broward, Dade, and Palm Beach Counties)
 - Conventions (including workshops, training courses, seminars) outside of the tri-county area

- (Broward, Dade, and Palm Beach Counties)
- c. Extended travel (including foreign travel)

3.3 FINANCE DIRECTOR AUTHORITY

- 3.3.1 Approval by the Finance Director is contingent upon fund availability and proper documentation and justification requirements being met, with final approval required by the City Manager.

3.4 DEPARTMENT DIRECTOR AUTHORITY

- 3.4.1 The Department Director is responsible for ensuring that all requests requiring travel are official City business relating to the duties and responsibilities of the employee/traveler making the request. The Department Director has the authority to approve local business travel.

3.5 TRAVELER/EMPLOYEE

- 3.5.1 The participant traveling on behalf of the City for official business must read and acknowledge their understanding of the Travel Policy by signing the Acknowledgement Form. All policies and procedures must be followed, including the documentary evidence of the travel. An individual traveling on business for the City should neither lose money nor profit from the reimbursement.

4 TRAVEL GUIDELINES FOR LOCAL BUSINESS TRAVEL

4.1 GENERAL

- 4.1.1 Travel that is within the tri-county area (Miami-Dade, Broward, and Palm Beach) is considered local business travel. ***Lunch allowance is only permitted if attending an official business function.***
- 4.1.2 Requests for reimbursement are to be made within 10 business days of the date the expense was incurred. If the reimbursement is \$75 or less, the employee may be reimbursed by petty cash if such funds are available and if appropriate documentation is submitted to the Finance Department's petty cash custodian.
- 4.1.3 For a one-day seminar at which lunch is not provided, upon proof or receipt, the City will reimburse up to \$20.00.
- 4.1.4 Reimbursement of meals for other purposes (i.e., meetings, training sessions, event sponsorship, etc.) must state the name of attendee(s), nature of City business being conducted, and must be pre-approved. The Traveler must submit a Local Business Travel Reimbursement form along with detailed itemized receipts in order to obtain reimbursement. No advances will be given for local business meals. The City will not reimburse costs for alcoholic beverages.
- 4.1.5 ***An employee receiving an expense allowance is NOT eligible for lunch or mileage reimbursement under Local Business Travel.***

4.2 REGISTRATION FEES

- 4.2.1 Registration fees are eligible expenses for local travel. The Traveler must submit a Local Business Travel Reimbursement form along with detailed itemized receipts in order to obtain reimbursement. These fees may be prepaid by check request or P-Card once proper pre-approval has been granted by the City Manager or City Commission.
- 4.2.2 Professional organizations periodically hold workshops that charge a fee primarily for the purpose of paying the cost of a meal. These fees are not considered registration fees and are eligible for reimbursement or may be prepaid by check request, or P-Card.

4.3 LODGING ARRANGEMENTS

- 4.3.1 For travel within the tri-county area (Miami-Dade, Broward and Palm Beach counties), the City Commission will be allowed reasonable costs for lodging, priced at a single-occupancy standard rate, or if appropriate, the preferred rate offered by conference sponsors.
- 4.3.2 Overnight stay for all other employees within the tri-county area must be approved in advance by the Department Head and the City Manager.

4.4 MILEAGE REIMBURSEMENT

- 4.4.1 Mileage reimbursement is an eligible expense for local business travel. For mileage reimbursements where the Traveler reports to a destination (or the airport) from home rather than their normal place of work (i.e. City Hall, Public Services, etc.), the Traveler shall only be entitled to reimbursement of incremental mileage calculated as the mileage from their home to the destination, less mileage from their home to their normal place of work.
- 4.4.2 If the Traveler travels from their normal place of work to a destination, the Traveler is entitled to reimbursement based on the actual mileage from their normal place of work to the destination.
- 4.4.3 If the Traveler travels on a weekend or holiday to a destination, the Traveler is entitled to reimbursement based on the actual mileage from their home to the destination.
- 4.4.4 MapQuest will be used to estimate miles driven. For mileage reimbursement, the Traveler must submit a Local Business Travel Reimbursement Request form.
- 4.4.5 ***An employee receiving a car allowance and/or expense allowance is NOT eligible for mileage reimbursement under Local Business Travel.***

5 TRAVEL GUIDELINES FOR EXTENDED BUSINESS TRAVEL

5.1 GENERAL

- 5.1.1 Extended business travel refers to travel that is not within the tri-county area (Miami-Dade,

Broward, and Palm Beach) and where the Traveler is required to be away from the official headquarters overnight. An authorized individual traveling to attend a convention, conference, or meeting or to conduct official City business will be reimbursed for meals and incidentals, mileage, lodging, and other miscellaneous expenses.

5.2 REGISTRATION FEES

- 5.2.1 Registration fees for conferences and seminars require a copy of the completed registration form, including cost information and a copy of the portion of the brochure which shows the schedule of sessions offered and meals provided. If payment is originally done by credit card such documentation is to support the credit card statement or reimbursement form.

5.3 AIRFARE/COMMON CARRIER

- 5.3.1 **Reservations:** Airline tickets can be obtained by contacting the airline directly, using the airline Web site or by utilizing one of the many travel Web sites such as expedia.com, travelocity.com, cheaptickets.com, and orbitz.com. Airline tickets should be economy or coach class tickets. Anything other than economy or coach class will not be reimbursed unless an exception is provided in writing from the City Manager.
- 5.3.2 **Upgraded Airline Tickets:** The City does not reimburse for the additional cost of an upgrade. Travelers preferring to secure upgraded accommodations should pay the difference between the non-refundable economy/coach rate and the upgraded rate. The cost of an upgraded ticket cannot be reimbursed unless justified in detail and approved by the City Manager. Tickets purchased with frequent Traveler program points are not reimbursable.
- 5.3.3 **Baggage:** Baggage is the responsibility of the Traveler and the transportation service provider. Therefore, it is not the responsibility of the City to replace or reimburse lost baggage. The Traveler may claim reimbursement for excess baggage fees due to the size or weight of an item being transported at the request of the City. The Traveler may also claim reimbursement for checked baggage that is considered reasonable and necessary for the business purpose and length of the trip.
- 5.3.4 **Changing or Canceling Airline Tickets:** Once a ticket has been purchased using city funds, it is the responsibility of the department/Traveler to check with the airline for its policy on changing travel dates or canceling the ticket. Any cost incurred to the City for changes to an airline ticket should be justified. If a trip is canceled, the Traveler is to return all unused airline tickets purchased by the City to the department with a memorandum explaining the cancellation of the trip. The Traveler should submit both the original and revised ticket itineraries and receipts with the travel reimbursement request.
- 5.3.5 **Receipts:** A copy of the airline ticket itinerary giving dates and times of arrival and departure as well as a receipt showing payment should be attached to the travel reimbursement request sent to the Finance Department.

5.4 LODGING ARRANGEMENTS

- 5.4.1 **Reservations:** Lodging reservations can be obtained by contacting the hotel directly, using the

hotel Web site or by utilizing one of the many travel Web sites such as expedia.com, travelocity.com, cheaptickets.com, and orbitz.com. If attending a conference where a block of rooms is designated for attendees at a reduced rate, the City will pay or reimburse the Traveler the reduced rate. If the block room rate is unavailable, then the City will pay the standard room rate at the same hotel or comparable lodging.

- 5.4.2 **Upgrades:** The City does not reimburse for the additional cost of an upgrade. Travelers preferring to secure upgraded accommodations should pay the difference between the standard room rate and the upgraded rate. The cost of an upgraded rate cannot be reimbursed unless justified in detail and approved by the City Manager. If a Traveler's family member or friend accompanies them on travel, the Traveler is expected to pay the difference between the standard room rate and any upgraded rate.
- 5.4.3 **Check In/Check Out:** As a general rule, the day preceding the day in which a conference or seminar begins is considered a travel day. Lodging expense is eligible for the night preceding the conference/seminar. Also, if the return trip home can be made reasonably the same day the conference ends, reimbursement for an additional overnight stay will not be eligible.
- 5.4.4 **Cancellations:** If it is necessary to cancel a reservation, the Traveler must adhere to the hotel's deadline. Any expense incurred due to a "no show" will not be reimbursed unless approved by the City Manager or designee.
- 5.4.5 **Receipts:** An itemized hotel receipt indicating the room rate is required for any overnight stay and should be attached to the travel reimbursement request sent to the Finance Department.

5.5 VEHICLE RENTAL

- 5.5.1 **Reservations:** Rental car reservations are set up by the Finance Department in conjunction with the State of Florida Enterprise/National contract. Once the reservation has been made, the employee will receive an email from Enterprise confirming the reservation details. On the day of travel, the employee will need to give their name, confirmation number, and present a valid driver's license when picking up the vehicle... they will **NOT** need a personal credit card in order to complete the transaction.
- 5.5.2 **Insurance:** All Enterprise/National reservations must include additional insurance coverage as rental cars are not covered under the City's current insurance coverage.
- 5.5.3 **Accidents:** If a Traveler is involved in a vehicle accident they should report it immediately to the rental company and to the City's Risk Management Department.
- 5.5.4 **Upgrades:** It is preferred that the Traveler use the most economical car available. All rental vehicle upgrades must be pre-approved. If a Traveler rents in excess of the most economical rate for a mid-size car, they will be responsible for paying the difference in the rate unless pre-approved in advance by the City Manager. An upgrade may be necessary and allowed only under the following circumstances: (1) the Traveler requires a larger car for medical reasons; (2) material transportation requirements for the business, which requires pre-authorization; (3) there are no vehicles available at the requested class and the upgrade is free; or (4) multiple Travelers are traveling together and require a larger vehicle, as determined by the traveling City Commissioner (s) or the City Manager.

- 5.5.5 **Rental Expense:** The Traveler is responsible for the costs of operating the vehicle and these will be reimbursed through the expense reporting process. Receipts should be obtained in accordance with this Policy to support the charges. The State Enterprise/National contract does not reimburse the traveler for gasoline purchases. It is recommended to return the vehicle with the same level of fuel with which it was received. Fuel reimbursement expense is limited to the use of the rental car for City business only. The City will reimburse the Traveler for daily rental charges, gasoline charges, toll charges, and parking charges.
- 5.5.6 **Authorized Drivers:** Only employees are covered under the City's business insurance plan for rental vehicles. The rental agreement must specify the drivers of the vehicle. Drivers other than a City employee must either be covered under their own insurance or purchase insurance from the rental agency. The minimum age for driving is 21 years.
- 5.5.7 **Rental Returns and Club Memberships:** When returning a rented vehicle, the Traveler should allow enough time to ensure that they can return the vehicle with a full tank of gas and return the vehicle to the originating city. The City does not reimburse Travelers for club membership fees offered by the rental company.
- 5.5.8 **Receipts:** An itemized receipt from the car rental company is required for any vehicle rental and should be attached to the travel reimbursement request sent to the Finance Department.

5.6 PUBLIC TRANSPORTATION

- 5.6.1 The City considers other modes of public transportation to include taxis, shuttle, and train. Each form of transportation is reimbursable for all necessary City business related trips. Each expense report must be accompanied with receipts, date, amount, and purpose.
- 5.6.2 **Ride share - Taxi/Uber/Lyft:** Taxis, Uber and Lyft are acceptable modes of transportation to and from the airport and within metropolitan city areas. These items will only be reimbursed if the Traveler is not eligible for mileage reimbursement. Ride share rides shall not be reimbursed for premium. Basic Uber or Lyft should be utilized.
- 5.6.3 **Shuttle:** Shuttle services are an acceptable mode of transportation to and from the airport and when offered at a cost effective amount from hotels to the business destination.
- 5.6.4 **Limousine:** Limousine services are not considered an acceptable mode of transportation.
- 5.6.5 **Railway/Coach:** Train service is an acceptable mode of transportation to and from or between two cities where the cost is lower than the comparable airfare.

5.7 PERSONAL AUTOMOBILE USE

- 5.7.1 Where it is considered appropriate an employee may use their personal automobile for business travel. It is appropriate when it is less expensive than the other modes of transportation and it can save the Traveler time.
- 5.7.2 **Mileage Reimbursement:** For mileage reimbursements where the Traveler reports to a destination (or the airport) from home rather than their normal place of work (i.e. City Hall, Public Services, etc.), the Traveler shall only be entitled to reimbursement of incremental mileage calculated as the mileage from their home to the destination, less mileage from their home to their normal place of work.
- 5.7.3 If the Traveler travels from their normal place of work to a destination, the Traveler is entitled to reimbursement based on the actual mileage from their normal place of work to the destination.
- 5.7.4 If the Traveler travels on a weekend or holiday to a destination, the Traveler is entitled to reimbursement based on the actual mileage from their home to the destination.
- 5.7.5 MapQuest (www.mapquest.com) is used to determine mileage distance and the printed driving directions are required to be submitted with the Travel Authorization prior to travel. Mileage is calculated round trip from the City Hall site to the destination site.
- 5.7.6 **Reimbursement:** The Traveler will be reimbursed for the business use of their vehicle based on the federal IRS mileage rate. This per diem mileage rate covers normal “wear and tear” of the vehicle and gasoline. The standard business mileage rate as determined by the IRS Publication 463 (www.irs.gov) is used to calculate mileage reimbursement.
- 5.7.7 **Carpooling:** When two or more people are traveling to the same destination, every effort should be made to utilize one vehicle. Reimbursement will be made for one vehicle only, unless prior approval by the Department Director is obtained.
- 5.7.8 **Insurance:** Insurance coverage is the responsibility of the Traveler, as the City will not be responsible for costs incurred due to an accident. Commission members and City employees are covered for personal injury while traveling on official City business under workers compensation.

5.8 CITY-OWNED VEHICLES

- 5.8.1 When feasible, City vehicles shall be used. Use of City-owned vehicles outside City limits requires written justification from the traveling employee's Department Director or their designated representative. When City vehicles are used for extended business travel, charges for gasoline, lubricants, repairs, towing, etc., will be reimbursed, if supported by receipts. Other

expenses incurred for parking, bridge, road, and tunnel tolls will be reimbursed in the same manner as for privately owned vehicles.

5.9 MEAL & INCIDENTAL EXPENSES (M&IE)

- 5.9.1 Meal expenses are subject to reimbursement to the Traveler who is traveling on official business for the City. The costs are reimbursed for reasonable costs which are outlined in the Per Diem Rate Table.
- 5.9.2 **Per Diem Rates:** Per IRS regulation, per diem rates are only allowed while an employee is traveling away from home on business. The City will use the current Meals & Incidental Expenses Rate (M&IE rate) according to the IRS guidelines at www.gsa.gov/perdiem. Per diems are allowed on a travel day, including a day preceding or following the conference/seminar. Partial day meal reimbursements will be based upon the appropriate per diem rate on days with partial meals that are included in registration costs (including continental breakfast and receptions). Receipts are not required when using the per diem allowance or the partial day reimbursement.
- 5.9.3 **Fees and Gratuities:** Fees, tips given to porters, baggage carriers, hotel staff, and staff on ships are provided in the per diem allowance, so Travelers will not be reimbursed separately for these items. The Travel Authorization shall include a copy of the appropriate expenses for the specific locale.
- 5.9.4 **Telephone Expenses:** Travelers will be reimbursed for business phone calls that are considered necessary, have a business purpose, and are documented on an itemized bill. Telephone usage with an air phone is prohibited except under emergency situations. All telephone usage should be documented on an expense report with an explanation for any unusual charges and is only applicable if the Traveler doesn't receive a stipend or allowance.
- 5.9.5 **Internet Access:** The City does not reimburse for wireless connections in locations designated as hot spots. However, the City does reimburse a Traveler who needs to gain internet access at their hotel to download email messages. The charges should be itemized on a hotel bill and be reasonable and customary. If Internet access is necessary during travel, the following options are available prior to travel: (1) a City-provided air card or (2) preapproval obtained from Finance for payment at the time of booking the reservation.
- 5.9.6 **Parking and Tolls:** Expenses incurred for airport parking, self-parking and tolls are reimbursable with receipt. Any airport parking will be reimbursed at the long-term parking rate. Reimbursements for bridge, road and tunnel tolls will be reimbursed, provided receipts substantiate such costs. If there is only valet parking at the hotel, **a document from the hotel stating only valet parking** must be included with the receipt.

5.10 NON-REIMBURSABLE EXPENSES

5.10.1 It is the express intention of the City that reimbursement will not be made for the following:

- a. Movies or other forms of entertainment (i.e., video rentals, happy hour)
- b. Alcoholic beverages
- c. Personal telephone calls
- d. Miscellaneous expenses of spouse, family or other persons
- e. Snacks, meals or drinks other than what is provided under the per diem
- f. Laundry or dry-cleaning expenses
- g. Lubricants, repairs, and towing expenses of privately-owned vehicles
- h. Parking and moving vehicle citations

5.11 TAX-EXEMPT STATUS

5.11.1 The City of Dania Beach is a tax-exempt organization. When traveling in the State of Florida, travel expenses in the name of the City (paid with procurement card or Accounts Payable check) should not be assessed taxes. Travelers will need to request that taxes be removed from the bill. Most vendors will want a copy of the City's Certificate of Exemption.

6 TRAVEL AUTHORIZATION AND REIMBURSEMENT PROCEDURES

6.1 TRAVEL AUTHORIZATION

- 6.1.1 The Travel Authorization form serves as authorization for an individual to take normal working time off to travel on City related business. The travel authorization shall be accompanied by pertinent conference brochures, agendas, or schedules of meetings and state the nature of the trip, destination and dates of the beginning and end of official leave and estimates of the cost.
- 6.1.2 Prior to confirming travel arrangements, a travel authorization must be signed by the Traveler, Department Director, Finance Director, and then presented to the City Manager for authorization.
- 6.1.3 The Traveler must provide an estimate of travel expenses to the Finance Department at least two weeks prior to the date of travel. The Traveler must indicate the departure date, each day away, the return date, and the name of the city and state of destination.

6.2 TRAVEL MEMORANDUMS

- 6.2.1 A Travel Memorandum prepared by the Traveler's department head must be attached to any travel authorization and SHALL include the following:
- Reason for travel
 - Dates of travel
 - Travel destination
 - Purpose of travel
 - Estimated travel expenses (registration, lodging, transportation, mileage, etc.)

- Applicable account number

6.3 TRAVEL EXPENSE REIMBURSEMENT

- 6.3.1 Expenses for travel on official City business are reimbursed as part of a travel reimbursement request submitted by the Traveler to the Finance Department. After Finance approval, travel reimbursements are processed through the normal accounts payable payment schedule. If the Traveler is enrolled in the City's ACH payment program, they can receive their reimbursement via this payment method.

6.4 SUBMISSION OF ACTUAL REIMBURSABLE EXPENSES

- 6.4.1 An employee requesting a travel reimbursement must submit all accompanying receipts and supporting documentation to the Finance Department within ten (10) business days of the employee's return from travel.
- 6.4.2 Receipts must document the expenses and explain the business purposes (who, what, when, where, & why) for the expense(s). Lodging expenses must be itemized by day, and show all miscellaneous expenses. No such expenses will be reimbursed without detailed supporting receipts. Receipts are required for all travel expenses, except mileage. Only itemized/detailed receipts SHALL BE reimbursed. If a receipt does not state what was purchased, then that item SHALL NOT BE reimbursed. NO EXCEPTIONS.
- 6.4.3 All official travel must be requested and submitted on the Travel Authorization form. Only one Travel Authorization will be completed for an employee's specific travel package, with all required estimated costs recorded and all required approvals affixed. This report must be approved by the Department Director or designee. The required documentation is stated below:
- Original Travel Authorization with all signatures (retain until your return from travel, and then submit with expenses and receipts).
 - Registration receipt and agenda
 - Airfare receipt (if applicable)
 - Rental car receipt (if applicable)
 - Itemized lodging receipt showing balance due "-0-"
 - Receipts for personal miscellaneous expenses (taxi, tolls, parking, gas)
- 6.4.4 All official travel is finalized by the submittal of the Travel Reimbursement Request with proof of actual expenses. The form and supporting documentation must be submitted to the Finance Department for verification and approval. Once approved, the Finance Department will forward the travel reimbursement request packet to the Traveler for reimbursement processing.

TERMS AND DEFINITIONS

As used in this policy, the following terms shall mean:

Authorized Traveler (Traveler): A public official or employee, whether elected or not, who is authorized to incur travel expenses in the performance of his or her duties, including board and committee members performing services on behalf of the City.

City: City of Dania Beach, Florida.

Common Carrier: Train, bus, commercial airline operating scheduled flights, rental cars of an established rental car firm, taxi, or other approved forms of transportation.

Designee: A duly authorized and appointed representative of an employee who holds a superior position to the person appointed to represent him or her.

Extended Business Travel: Travel outside the tri-county area (Miami-Dade, Broward, and Palm Beach) and that may require overnight accommodations.

Incidental Expenses: Other reimbursable expenses related to official travel such as taxi fares, parking fees, tolls, communication expenses, tips, etc.

Local Business Travel: Travel within the tri-county area (Miami-Dade, Broward, and Palm Beach).

Meal Allowance: The amount authorized for each meal during the travel period.

Official Headquarters: For all travel on behalf of the City of Dania Beach, Florida, the assigned work location of the Traveler shall be considered the official headquarters of the Traveler.

Per Diem: Daily allowance for expenses incurred while traveling on official city business.

Public Official: An individual, either elected or appointed, who in the performance of his or her official duties is vested by law with powers of government.

Routine Travel: Travel which is performed on a day-to-day basis with a specified geographical area as part of the Traveler's normal work assignment.

Tax Exempt: When referenced in this policy, "tax exempt" refers to the fact that the City has been granted an exemption to the payment of State of Florida Sales Tax by the Florida Department of Revenue.

Travel Day: A period of twenty-four (24) hours beginning at 12:01 A.M. and ending at 12:00 midnight.

Travel Expenses: The usual, ordinary and incidental expenditures necessarily incurred by the Traveler.

Travel Period: The period of time between the time of departure and the time of return.

7 FORMS REFERENCE

7.1.1 The following forms are included in Section 7 Exhibits:

- Travel Policy Acknowledge Form
- Local Business Travel Reimbursement Request
- Travel Authorization
- Travel Reimbursement Request

CITY OF DANIA BEACH**TRAVEL POLICY****ACKNOWLEDGMENT FORM**

The Travel Policy describes important information about the City's travel program controls and processes required to manage the day-to-day travel needs of the City's employees and authorized Travelers. The policy is intended to inform Travelers about the formal policy guidelines, processes and responsibilities of the various participants. These policies ensure that travel is consistent with the City's fiscal and internal control goals.

Since the information, policies and procedures described in the manual are subject to change, I acknowledge that revisions to the Travel Policy may occur. All policy changes require the appropriate authorized approvals before they are implemented. I understand that revised information may supersede, modify, or eliminate existing policies.

I acknowledge that I have received the Travel Policy, and I understand that it is my responsibility to read and comply with the policies and the Code of Conduct contained in the manual and any revisions and updates made to it.

EMPLOYEE'S NAME (TYPED OR PRINTED)

EMPLOYEE'S SIGNATURE

DATE

CITY OF DANIA BEACH LOCAL BUSINESS TRAVEL REIMBURSEMENT REQUEST

TRAVELER: _____
 DEPARTMENT: _____
 LOCATION: _____
 TRIP/TRAINING DATE: _____
 PURPOSE: _____

CHECK ONE ☐ Certification
☐ General Training
☐ License
☐ Other

ACCOUNT NO: 000-00-00-000-00-00

COST SUMMARY		
Expense	Description	Estimate
Registration Fee		\$ -
Meal(s)		\$ -
Parking		\$ -
Tolls		\$ -
TOTAL EXPENSES		\$ -

MILEAGE DETAIL - PERSONAL VEHICLE (attach MapQuest or Google Maps mileage calculation)		
		Standard Mileage Calculation
	Cost per Mile	Round Trip Mileage
	0.58	0.0
TOTAL MILEAGE CALCULATION		\$ -
TOTAL ESTIMATED COST OF TRAVEL		\$ -

I hereby certify that travel as shown above is to be incurred in connection with official business of the City of Dania Beach.

Traveler (print)	Signature	Date
Department Director (print)	Signature	Date
Finance Director (print)	Signature	Date
City Manager (print)	Signature	Date

CITY OF DANIA BEACH TRAVEL AUTHORIZATION

TRAVELER: _____
 DEPARTMENT: _____
 LOCATION: _____
 TRIP/TRAINING DATE: _____
 PURPOSE: _____

CHECK ONE

☐ Certification
☐ General Training
☐ License
☐ Other

ACCOUNT NO: 000-00-00-000-00-00

COST SUMMARY		
Expense	Description	Estimate
Registration Fee		\$ -
Lodging (nights @)		\$ -
Parking (nights @)		\$ -
Rental Car/Airfare		\$ -
Shuttle/Taxi/Uber/Lyft		\$ -
Gas for City/Rental Vehicle		\$ -
Tolls		\$ -
Per Diem (M&IE)		\$ -
TOTAL EXPENSES		\$ -

MILEAGE DETAIL - PERSONAL VEHICLE (attach MapQuest or Google Maps mileage calculation)			
Departure/Destination		Standard Mileage Calculation	
Departure Location		Cost per Mile	Round Trip Mileage
Destination Location		0.58	0.0
TOTAL MILEAGE CALCULATION			\$ -

TOTAL ESTIMATED TRAVEL COST **\$ -**

I hereby certify that travel as shown above is to be incurred in connection with official business of the City of Dania Beach.		
Traveler (print)	Signature	Date
Department Director (print)	Signature	Date
Finance Director (print)	Signature	Date
City Manager (print)	Signature	Date

CITY OF DANIA BEACH TRAVEL REIMBURSEMENT REQUEST

TRAVELER: _____
DEPARTMENT: _____
LOCATION: _____
TRIP/TRAINING DATES: _____
PURPOSE: _____
ACCOUNT NO. 000-00-00-000-00-00

TRAVEL EXPENSE DETAIL

EXPENSE	PAYEE	PAYMENT TYPE (Cash/Check/Credit)	TOTAL
Registration Fee			\$ -
Lodging (nights @)			\$ -
Parking (nights @)			\$ -
Rental Car/Airfare			\$ -
Shuttle/Taxi/Uber/Lyft			\$ -
Gas for City/Rental Vehicle			\$ -
Tolls			\$ -
Per Diem (M&IE)			\$ -
			\$ -

MILEAGE DETAIL - PERSONAL VEHICLE (attach MapQuest or Google Maps mileage calculation)

Departure/Destination		Standard Mileage Calculation	
Departure Location (City/State)		Cost per Mile	Round Trip Mileage
Destination Location (City/State)		0.58	0
		TOTAL	\$ -

TRAVEL EXPENSE SUMMARY

Total Travel Expenses	\$ -
Expenses Paid by City	\$ -
Expenses Paid by Traveler	\$ -
Amount Due Traveler	\$ -

TO BE COMPLETED BY FINANCE

Reconciler (print name)	Signature	Date
Approver (print name)	Signature	Date



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: May 26, 2026

TO: Mayor and City Commission

FROM: Eve A. Boutsis, City Attorney

SPONSOR: Commissioner Lori Lewellen

SUBJECT: Language Classes in the Park

The Request:

To discuss and possibly implement a language class program in the park and to fund same.

Background:

The purpose of SpeakSphere 101 is to help participants learn a secondary language that is not native to them. Through this process, participants will gain immersion in a new culture, broadening their perspectives and providing valuable skills that can benefit them in many aspects of life.

I am proposing the City sponsor SpeakSphere 101 is to help participants learn a secondary language that is not native to them. Through this process, participants will gain immersion in a new culture, broadening their perspectives and providing valuable skills that can benefit them in many aspects of life.

Integrating this program would give those who want to learn Spanish the opportunity to do so. Behind English, Spanish is the second most primary language in the United States, which is spoken by 42 million people, or 13% of the population. Approximately 4.8 million people speak Spanish in Florida, representing nearly 20% to 23% of the state's population. It is the most common non-English language in the state, with particularly high concentrations in South Florida, where over 70% of Miami-Dade County residents identify as Hispanic or Latino.

Regional Awareness: The Miami-Fort Lauderdale-West Palm Beach area has one of the highest populations of Spanish speakers in the US, with over 2.4 million in that metro area alone

Recommendation

Approve the proposed program. Request for legal to work on the program contract documents and to fund the program for the summer.

Budgetary Impact

Requesting \$2,400 for a three-month trial period.

Four Semesters

- July - September
- October - December
- January – March
- April – June
-

Cost breakdown per semester

- 2x per week for an hour: \$100.00
 - One adult session
 - One youth session
- 8x per month: \$800.00 (8 hours in total)
 - Four adult sessions
 - Four youth sessions
- 3 months total - \$2,400.00

Recommended price per participant per semester - \$65 Resident/\$100 non-resident



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

SPEAKSPHERE 101

THE PURPOSE

THE PURPOSE OF SPEAKSPHERE 101 IS TO HELP PARTICIPANTS LEARN A SECONDARY LANGUAGE THAT IS NOT NATIVE TO THEM. THROUGH THIS PROCESS, PARTICIPANTS WILL GAIN IMMERSION IN A NEW CULTURE, BROADENING THEIR PERSPECTIVES AND PROVIDING VALUABLE SKILLS THAT CAN BENEFIT THEM IN MANY ASPECTS OF LIFE.



THE PLAN

THIS INTRODUCTORY CLASS WILL BE HELD AT VARIOUS RECREATION FACILITIES THROUGHOUT THE CITY OF DANIA BEACH. THE PROGRAM WILL BEGIN AT ONE LOCATION, WHERE IT WILL BE HOSTED FOR SEVERAL MONTHS BEFORE ROTATING TO ANOTHER FACILITY, ALLOWING BROADER COMMUNITY ACCESS OVER TIME. STARTING WITH SPANISH AND EXTENDING TO ADDITIONAL LANGUAGES SUCH AS FRENCH, GERMAN, MANDARIN, ETC.



THE FACTS

INTEGRATING THIS PROGRAM WOULD GIVE THOSE WHO WANT TO LEARN SPANISH THE OPPORTUNITY TO DO SO. BEHIND ENGLISH, SPANISH IS THE SECOND MOST PRIMARY LANGUAGE IN THE UNITED STATES, WHICH IS SPOKEN BY 42 MILLION PEOPLE, OR 13% OF THE POPULATION.

APPROXIMATELY 4.8 MILLION PEOPLE SPEAK SPANISH IN FLORIDA, REPRESENTING NEARLY 20% TO 23% OF THE STATE'S POPULATION. IT IS THE MOST COMMON NON-ENGLISH LANGUAGE IN THE STATE, WITH PARTICULARLY HIGH CONCENTRATIONS IN SOUTH FLORIDA, WHERE OVER 70% OF MIAMI-DADE COUNTY RESIDENTS IDENTIFY AS HISPANIC OR LATINO.

REGIONAL AWARENESS: THE MIAMI-FORT LAUDERDALE-WEST PALM BEACH AREA HAS ONE OF THE HIGHEST POPULATIONS OF SPANISH SPEAKERS IN THE US, WITH OVER 2.4 MILLION IN THAT METRO AREA ALONE

THE BUDGET AND RECOMMENDATION

INSTRUCTIONAL TEACHERS/TUTORS FOR SPANISH CLASSES:

BELOW IS OUR RECOMMENDATION WHICH WOULD ALLOW FOR BOTH THE YOUTH AND ADULTS TO ATTEND A CLASS.

FOUR SEMESTERS

- JULY - SEPTEMBER
- OCTOBER - DECEMBER
- JANUARY - MARCH
- APRIL - JUNE

COST BREAKDOWN PER SEMESTER

- 2X PER WEEK FOR AN HOUR: \$100.00
 - ONE ADULT SESSION
 - ONE YOUTH SESSION
- 8X PER MONTH: \$800.00 (8 HOURS IN TOTAL)
 - FOUR ADULT SESSIONS
 - FOUR YOUTH SESSIONS
- 3 MONTHS TOTAL - \$2,400.00

RECOMMENDED PRICE PER PARTICIPANT PER SEMESTER - \$65 RESIDENT/\$100 NON-RESIDENT

THANK
YOU



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