



AGENDA
DANIA BEACH CITY COMMISSION
FINAL BUDGET HEARING & REGULAR MEETING
THURSDAY, SEPTEMBER 24, 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. NO INDIVIDUAL MAY SPEAK DIRECTLY TO OR ADDRESS THE MAYOR, CITY COMMISSIONER OR CITY STAFF: COMMENTS ARE TO BE ONLY DIRECTED TO THE COMMISSION AS A WHOLE. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OF OR OPPOSITION TO A SPEAKER OR HIS OR HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE PERMITTED IN THE COMMISSION CHAMBER.

IF ANY PERSON'S CONDUCT AS DETERMINED BY THE MAYOR IS FOUND TO BE DISRUPTIVE OR INTERFERES WITH THE ORDERLY CONDUCT OF THE MEETING, THE PERSON MAY BE ASKED BY THE MAYOR TO LEAVE THE COMMISSION CHAMBERS; IF THE PERSON DOES NOT LEAVE AND THE CONDUCT PERSISTS, THE CITY POLICE DEPARTMENT WILL BE REQUESTED TO ESCORT THE INDIVIDUAL FROM THE CITY COMMISSION CHAMBERS.

ALL CELLULAR TELEPHONES ARE TO BE SILENCED DURING THE MEETING. ALL PERSONS EXITING THE COMMISSION CHAMBER SHALL DO SO QUIETLY. (RESOLUTION #2020-032)

- 1. CALL TO ORDER/ROLL CALL**
- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
- 3. BUDGET PUBLIC HEARING ITEMS**

1. RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING THE PROPOSED MILLAGE RATE NECESSARY TO BE LEVIED FOR THE FISCAL YEAR 2026-2027 FOR OPERATING PURPOSES; ESTABLISHING THE DEBT MILLAGE APPROVED BY THE ELECTORATE; PROVIDING FOR A PUBLIC HEARING WHEN AND WHERE OBJECTIONS MAY BE HEARD AND QUESTIONS CONCERNING THE SAME WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

2. RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING THE CITY'S FINAL ANNUAL BUDGET FOR THE FISCAL YEAR 2026-2027; PROVIDING FOR A PUBLIC HEARING WHEN OBJECTIONS WILL BE HEARD AND QUESTIONS CONCERNING THE BUDGET WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

4. PRESENTATIONS AND SPECIAL EVENT APPROVALS

1. Advisory Board Reports:
 - Education Advisory Board
2. Request for Proclamation Approval:
 - Cybersecurity Awareness Month - *IT Division*
 - National Breast Cancer Awareness Month — October 2026 — *Sponsored by Mayor Davis*
 - Domestic Violence Awareness Month – October 2026 – *Sponsored by Mayor Davis*
 - National Community Planning Month - October 2026 - *Community Development*
 - Fire Prevention Week - October 4-10, 2026
 - United International College – 25th Anniversary – *Sponsored by Mayor Davis*
3. Special Event Application Approval: Memorial Healthcare Systems & Dania Beach, One City at a Time *(Parks and Recreation)*
4. Special Event Application Approval: Lululemon Run Club, 2026-2027 Event Series *(Parks and Recreation)*
5. Brownfields Job Training in Dania Beach — *Sponsored by Commissioner Rimoli*
6. American Legion Boys State Program – Report by Participants – *Sponsored by*

Commissioner Ryan

5. PROCLAMATIONS

1. HR Professionals Day
2. Childhood Cancer Awareness Month — September 2026 — *Sponsored by Mayor Davis*
3. Fire Prevention Week — October 4-10, 2026

6. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders
 - October 13, 2026 - CRA Board Meeting - 6 p.m.
 - October 13, 2026 - City Commission Meeting - 7 p.m.
 - October 27, 2026 - City Commission Meeting - 7 p.m.

7. PUBLIC SAFETY REPORTS

8. 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.

9. CONSENT AGENDA

1. Minutes: None
2. Travel Requests: None
3. RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION OF REVENUES AND EXPENDITURES WITHIN THE PUBLIC ART FUND FOR FISCAL YEAR 2026-27; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.(Community Development)

4. RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A FIRST AMENDMENT TO IPS GROUP INC. AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND IPS GROUP INC., TO AUTHORIZE REIMBURSEMENT FOR ELECTRONIC PAYMENT SERVICE FEES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

5. RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN AGREEMENT FOR THE PURCHASE OF POOL OPERATIONS AND LIFEGUARD SERVICES FROM ONE STOP AQUATIC SAFETY, LLC, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE CITY OF HOMESTEAD, FLORIDA INVITATION TO BID (ITB) 202603, FOR THE DURATION OF THE CONTRACT, IN THE AMOUNT OF NINE HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED ONE AND FIFTY CENTS (\$972,501.50); AND AUTHORIZING THE EXPENDITURE OF FUNDS IN EXCESS OF \$50,000.00; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks and Recreation)*

6. Request for Use of Discretionary Funds to Support the Prestige Club - Grand Ghouls Gala, October 17, 2026 — *Sponsored by Vice Mayor Salvino*

7. Request for Use of Discretionary Funds — Sponsorship of 18th Annual Southeast Florida Climate Leadership Summit, November 4-6, 2026 — *Sponsored by Mayor Davis*

8. RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT (“ILA”) WITH BROWARD COUNTY FOR THE “CONSERVATION PAYS PROGRAM” AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE ILA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

10. BIDS AND REQUESTS FOR PROPOSALS

11. QUASI-JUDICIAL & PUBLIC HEARING ITEMS

12. FIRST READING ORDINANCES

First reading ordinances under this section are not subject to public hearing and may be taken all at once, unless pulled by the City Commission. 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, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), AND REQUIRES A 4/5 VOTE OF THE CITY COMMISSION, TO FUND THE FIRE STATION NO. 1 WIND RETROFIT PROJECT, ITB NO. 26-009; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

13. SECOND READING ORDINANCES

1. ORDINANCE NO. 2026-____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 30 ENTITLED “DEPARTMENT OF PUBLIC SERVICES”, ARTICLE I, ENTITLED “PUBLIC SERVICES” AT SECTION 30-4 ENTITLED “DUTY AND POWERS” TO AUTHORIZE THE DIRECTOR TO DELEGATE TREE PLANTING AND MAINTENANCE; AND AMENDING ARTICLE III. STREET DIVISION, AT SECTION 30-9, ENTITLED “ESTABLISHED” IN ORDER TO CLARIFY THE STREET DIVISION IS TO SUPERVISED AND MAINTAIN ALL PUBLIC TREES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

14. DISCUSSION AND POSSIBLE ACTION

15. APPOINTMENTS

1. Dania Beach Housing Authority Board - Mayor Davis

Planning & Zoning Board - Mayor Davis

Education Advisory Board - (1) Alternate Members

Green Advisory Board - (2) Alternate Members

Marine Advisory Board - (2) Alternate Members

Public Art Advisory Board - (2) Alternate Members
1 - Dania Beach Resident
1 - County Resident

16. COMMISSION COMMENTS

17. ADJOURNMENT



City of Dania Beach Finance Memorandum

DATE: 9/24/2026

TO: Mayor and Commissioners

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

VIA: Yeimy Guzman, CPA, Chief Financial Officer

SUBJECT: Approval of a Resolution adopting proposed millage rates for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027

Request:

The City Administration requests approval of a Resolution adopting proposed millage rates for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027.

Background:

The City Manager has prepared and submitted to the City Commission an annual report covering the operation of the City and has set forth in it an estimate of the expenditures and revenues of the City for the ensuing year beginning October 1, 2026, and ending September 30, 2027.

The City Manager has presented to the City Commission detailed information supporting such estimates, affording the City Commission a comprehensive understanding of the City Government for the ensuing period identified above, including expenditures for corresponding items during the last two fiscal years and increased and decreased demands for the ensuing year as compared with corresponding appropriations for the last fiscal year.

The City Commission has met and carefully considered the annual report and estimate and has determined and fixed the amount necessary to carry on the government of the City for the ensuing year, has prepared a tentative budget setting forth the amounts necessary to be raised for the various departments of the City, and has appropriated such amounts to the various departments of the City considering the applicable funds on hand and the estimated departmental revenues.

The City Commission has determined that in order to produce a sufficient sum to fund the tentative proposed budget, it is necessary that an operating millage of 5.9998 be levied against ad valorem valuation of property subject to taxation in the City, and the "rolled back rate" is 5.7133 mills, and the proposed millage reflects a 5.01% increase over the rolled-back rate. The City Commission has further determined that, in order to sufficiently fund its debt obligations, the voted debt service millage rate shall be 0.0447 mills.

Budgetary Impact

Adoption of the following proposed millage rates will provide the required funding for the operations and debt service of the City of Dania Beach for the Fiscal Year ending September 30, 2027:

Operating: 5.9998 (no change)

Debt Service: 0.0447 (decreased by .0538)

Total combined millage levy: 6.0445

This results in a gross operating ad valorem levy of \$50,311,786 and net budgeted operating revenue of \$48,047,756.

Recommendation

Approve the Resolution adopting proposed millage rates for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027.



CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2026	County : Broward
Principal Authority : City of Dania Beach	Taxing Authority : City of Dania Beach - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	6,972,568,113	(1)	
2.	Current year taxable value of personal property for operating purposes	\$	1,406,199,242	(2)	
3.	Current year taxable value of centrally assessed property for operating purposes	\$	6,809,864	(3)	
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	8,385,577,219	(4)	
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	118,530,597	(5)	
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	8,267,046,622	(6)	
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	7,872,348,416	(7)	
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☐ YES	☒ NO	Number 0	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	☒ YES	☐ NO	Number 1	(9)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser: Electronically Certified by Property Appraiser		Date : 6/29/2026 1:36:34 PM		

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>		5.9998 per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	47,232,516	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	-0-	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	47,232,516	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	-0-	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	8,267,046,622	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>		5.7133 per \$1000	(16)
17.	Current year proposed operating millage rate		5.9998 per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	50,311,786	(18)

19.	TYPE of principal authority (check one)	☐ County	☐ Independent Special District	(19)
		☒ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)	☒ Principal Authority	☐ Dependent Special District	(20)
		☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	☐ Yes	☒ No	(21)
DEPENDENT SPECIAL DISTRICTS AND MSTUs			STOP HERE - SIGN AND SUBMIT	
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$ 47,232,516		(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>	5.7133 per \$1,000		(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$ 47,909,318		(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$ 50,311,786		(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>	5.9998 per \$1,000		(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>	5.01 %		(27)
First public budget hearing		Date : 9/14/2026	Time : 7:00 PM EST	Place : 100 West Dania Beach Blvd Dania Beach 33004
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :			Date :
	Electronically Certified by Principal Taxing Authority			7/27/2026 9:51:03 AM
	Title :		Contact Name and Contact Title :	
	Ana Garcia - City Manager		Yeimy Guzman - Chief Financial Officer	
	Mailing Address : 100 West Dania Beach Boulevard,		Physical Address : 100 West Dania Beach Boulevard, Dania Beach Florida 33004	
City, State, Zip : Dania Beach Florida 33004		Phone Number : (954) 924-6800, ext. 3674		Fax Number :



CERTIFICATION OF VOTED DEBT MILLAGE

DR-420DEBT
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2026	County : Broward
Principal Authority : City of Dania Beach	Taxing Authority : City of Dania Beach - Voted, Debt
Levy Description : City of Dania Beach - Voted, Debt	

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	6,972,568,113	(1)
2.	Current year taxable value of personal property for operating purposes	\$	1,406,199,242	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	6,809,864	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	8,385,577,219	(4)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser :		Date :	
	Electronically Certified by Property Appraiser		6/29/2026 1:36:34 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY

5.	Current year proposed voted debt millage rate	0.0447 per \$1,000	(5)	
6.	Current year proposed millage voted for 2 years or less under s. 9(b) Article VII, State Constitution	-0- per \$1,000	(6)	
SIGN HERE	Taxing Authority Certification		I certify the proposed millages and rates are correct to the best of my knowledge.	
	Signature of Chief Administrative Officer :		Date :	
	Electronically Certified by Principal Taxing Authority		7/27/2026 9:51:03 AM	
	Title :	Contact Name and Contact Title :		
	Ana Garcia - City Manager	Yeimy Guzman - Chief Financial Officer		
Mailing Address :		Physical Address :		
100 West Dania Beach Boulevard,		100 West Dania Beach Boulevard, Dania Beach Florida 33004		
City, State, Zip :		Phone Number :	Fax Number :	
Dania Beach Florida 33004		(954) 924-6800, ext. 3674		

INSTRUCTIONS

Property appraisers must complete and sign Section I of this form with the DR-420, *Certification of Taxable Value*, and DR-420S, *Certification of School Taxable Value*, and provide it to all taxing authorities levying a

- Voted debt service millage levied under Section 12, Article VII of the State Constitution or
- Millage voted for two years or less under s. 9(b), Article VII of the State Constitution

Section I: Property Appraiser

Use a separate DR-420DEBT for each voted debt service millage that's levied by a taxing authority. The property appraiser should check the Yes box on Line 9 of DR-420, *Certification of Taxable Value*, or Line 8 of DR-420S, *Certification of School Taxable Value*. The property appraiser should provide the levy description and complete Section I, Lines 1 through 4 of this form, for each voted debt service millage levied.

Enter only taxable values that apply to the voted debt service millage indicated.

Sign, date, and forward the form to the taxing authority with the DR-420.

Section II: Taxing Authority

Each taxing authority levying a voted debt service millage requiring this form must provide the proposed voted debt millage rate on Line 5.

If a DR-420DEBT wasn't received for any

- Voted debt service millages or
- Millages voted for two years or less

contact the property appraiser as soon as possible and request a DR-420DEBT.

Sign, date, and return the form to your property appraiser with the DR-420 or DR-420S.



MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P
R. 06/26
Rule 12D-16.002
F.A.C.
Effective 06/26
Page 1 of 3
Provisional

Year: 2026		County: Broward		
Principal Authority Name: City of Dania Beach		Taxing Authority Name: City of Dania Beach - Operating		
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☒ No	(1)
IF YES,  STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.				
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	5.7133	per \$1,000	(2)
Calculate maximum millage levy				
3.	Majority vote maximum millage rate allowed <i>(Enter rolled-back rate from line 2)</i>	5.7133	per \$1,000	(3)
4.	Two-thirds vote maximum millage rate allowed <i>(Multiply Line 3 by 1.10)</i>	6.2846	per \$1,000	(4)
5.	Current year proposed millage rate (See page 3 for Instructions)	5.9998	per \$1,000	(5)
6.	Minimum vote required to levy proposed millage: (Check one)			(6)
☐	a. Majority vote of the governing body: Check here if Line 5 is less than or equal to Line 3. The maximum millage rate is equal to the rolled-back rate. <i>Enter Line 3 on Line 7.</i>			
☒	b. Two-thirds vote of governing body: Check here if Line 5 is less than or equal to Line 4, but greater than Line 3. The maximum millage rate is equal to proposed rate. <i>Enter Line 5 on Line 7.</i>			
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 5 is greater than Line 4. The maximum millage rate is equal to the proposed rate. <i>Enter Line 5 on Line 7.</i>			
☐	d. Referendum: The maximum millage rate is equal to the proposed rate. <i>Enter Line 5 on Line 7.</i>			
7.	The selection on Line 6 allows a maximum millage rate of <i>(Enter rate indicated by choice on Line 6)</i>	5.9998	per \$1,000	(7)
8.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 8,385,577,219		(8)
9.	Current year proposed taxes <i>(Line 5 multiplied by Line 8, divided by 1,000)</i>	\$ 50,311,786		(9)
10.	Total taxes levied at the maximum millage rate <i>(Line 7 multiplied by Line 8, divided by 1,000)</i>	\$ 50,311,786		(10)
DEPENDENT SPECIAL DISTRICTS AND MUNICIPAL SERVICE TAXING UNITS (MSTUs)			STOP HERE. SIGN AND SUBMIT.	
11.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 9 from each district's Form DR-420MM-P)</i>	\$ 0		(11)
12.	Total current year proposed taxes <i>(Line 9 plus Line 11)</i>	\$ 50,311,786		(12)
Total Maximum Taxes				
13.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 10 from each district's Form DR-420MM-P)</i>	\$ 0		(13)
14.	Total taxes at maximum millage rate <i>(Line 10 plus line 13)</i>	\$ 50,311,786		(14)
Total Maximum Versus Total Taxes Levied				
15.	Are total current year proposed taxes on Line 12 equal to or less than total taxes at the maximum millage rate on Line 14? (Check one)	☒ YES	☐ NO	(15)

Continued on page 2

S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	City of Dania Beach - Operating				
	Signature of Chief Administrative Officer : Electronically Certified by Principal Taxing Authority			Date : 7/27/2026 9:51:03 AM	
	Title: Ana Garcia - City Manager		Contact Name and Contact Title: Yeimy Guzman - Chief Financial Officer		
	Mailing Address: 100 West Dania Beach Boulevard,		Physical Address: 100 West Dania Beach Boulevard, Dania Beach Florida 33004		
City, State, Zip: Dania Beach Florida 33004		Phone Number: (954) 924-6800, ext. 3674		Fax Number:	

Complete, certify and submit this Form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with a completed Form DR-420, Certification of Taxable Value.

Submit the forms electronically through the Department's Oversight and Assistance System (OASYS) electronic portal using the Truth in Millage (eTRIM) application at <https://eportal.oasys.floridarevenue.com/>.

All TRIM forms for taxing authorities are available at:
floridarevenue.com/property/forms

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING THE MILLAGE RATE NECESSARY TO BE LEVIED FOR THE FISCAL YEAR 2026-2027 FOR OPERATING PURPOSES; ESTABLISHING THE DEBT MILLAGE APPROVED BY THE ELECTORATE; PROVIDING FOR A PUBLIC HEARING WHEN AND WHERE OBJECTIONS MAY BE HEARD AND QUESTIONS CONCERNING THE SAME WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Charter of the City of Dania Beach, Florida, requires that the City Commission shall, by Resolution, adopt an annual budget, determine the amount of millage necessary to be levied, and publish the budget so adopted, together with a notice stating the time and place where objections may be heard and questions concerning the objections will be heard; and

WHEREAS, the City Manager of the City of Dania Beach, Florida, has prepared and submitted to the City Commission an annual report covering the operation of the City and has set forth in it an estimate of the expenditures and revenues of the City for the ensuing year beginning October 1, 2026, and ending September 30, 2027, with sufficient copies of such report and estimate being on file in the office of the City Clerk, so that any interested parties may obtain copies upon request; and

WHEREAS, the City Manager has presented to the City Commission detailed information supporting such estimates, affording the City Commission a comprehensive understanding of the City Government for the ensuing period identified above, including expenditures for corresponding items during the last two fiscal years and increased and decreased demands for the ensuing year as compared with corresponding appropriations for the last fiscal year; and

WHEREAS, the City Commission has met and carefully considered the annual report and estimate and has determined and fixed the amount necessary to carry on the government of the City for the ensuing year, has prepared a tentative budget setting forth the amounts necessary to be raised for the various departments of the City, and has appropriated such amounts to the various departments of the City considering the applicable funds on hand and the estimated departmental revenues; and

WHEREAS, pursuant to the referendum approved by the voters of the City in the March 2005 Election, the issuance of General Obligation Bonds in an amount not to exceed \$10,300,000.00 was authorized, and the City has issued a General Obligation Bond in the amount of \$10,300,000.00 and the City will be levying a debt millage equal to 0.0447 mills toward the payment of principal and interest on the Bond; and

WHEREAS, the City Commission has determined that in order to produce a sufficient sum to fund the tentative proposed budget, it is necessary that an operating millage of 5.9998 be levied against ad valorem valuation of property subject to taxation in the City of Dania Beach; and

WHEREAS, the “rolled back rate” as computed in accordance with the provisions of Section 200.065(1), Florida Statutes, is 5.7133 mills, and the proposed millage reflects a 5.01% increase over the rolled-back rate.

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

Section 1. That the proposed operating millage necessary to be levied against ad valorem valuation of property subject to taxation in the City of Dania Beach to produce a sufficient sum, which, together with departmental revenue, will be adequate to pay the appropriations made in the tentative budget, is as follows:

FOR OPERATING BUDGET:

(GENERAL MUNICIPAL MILLAGE) 5.9998 mills

Section 2. That the proposed millage rate is a 5.01% increase over the rolled back rate of 5.7133 mills as computed in accordance with the provisions of Section 200.065(1), Florida Statutes.

Section 3. That the voted debt service millage rate is 0.0447 mills in accordance with the provisions of law pursuant to Chapter 200, Florida Statutes.

Section 4. That the City’s aggregate millage rate is 6.0445 mills (5.9998 mills for operating and 0.0447 mills for debt service).

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

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

PASSED AND ADOPTED on _____, 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: 9/24/2026

TO: Mayor and Commissioners

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

VIA: Yeimy Guzman, Chief Financial Officer

SUBJECT: Approval of the Final Annual Budget for the City for the Fiscal Year 2026-2027

Request:

The City Administration requests that the City Commission approve the Final Annual Budget for the City for the Fiscal Year 2026-2027.

Background:

The City Manager has prepared and submitted to the City Commission an annual report covering the operation of the City and has set forth in it an estimate of the expenditures and revenues of the City for the ensuing year, beginning October 1, 2026, and ending September 30, 2027.

The City Manager has presented to the City Commission detailed information supporting such estimate, affording the City Commission a comprehensive understanding of the City Government for the ensuing period, including expenditures for corresponding items during the last two fiscal years and increased and decreased demands for the ensuing year as compared with corresponding appropriations for the last fiscal year.

The City Commission has met and carefully considered such annual report and estimate for the ensuing year, has prepared a tentative budget setting forth the amounts necessary to be raised for the various departments of the City, and has appropriated the amounts to the various departments of the City, considering the applicable funds on hand and the estimated departmental revenues.

Budgetary Impact

The total budgeted revenues and expenditures across all budgeted funds equal \$136,454,970.

Recommendation

Approve the Final Annual Budget for the City for the Fiscal Year 2026-2027

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING THE CITY'S FINAL ANNUAL BUDGET FOR THE FISCAL YEAR 2026-2027; PROVIDING FOR A PUBLIC HEARING WHEN OBJECTIONS WILL BE HEARD AND QUESTIONS CONCERNING THE BUDGET WILL BE ANSWERED; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Charter of the City of Dania Beach, Florida, requires that the City Commission shall, by Resolution, adopt an annual budget, determine the amount of millage necessary to be levied, and publish the budget so adopted, together with a notice stating the time and place where objections to it may be heard; and

WHEREAS, the City Manager of the City of Dania Beach, Florida, has prepared and submitted to the City Commission an annual report covering the operation of the City and has set forth in it an estimate of the expenditures and revenues of the City for the ensuing year, beginning October 1, 2026, and ending September 30, 2027, with a copy of the report and estimate being on file in the office of the City Clerk so that any interested parties may view such copy upon request; and

WHEREAS, the City Manager has presented to the City Commission detailed information supporting such estimate, affording the City Commission a comprehensive understanding of the City Government for the ensuing period, including expenditures for corresponding items during the last two fiscal years and increased and decreased demands for the ensuing year as compared with corresponding appropriations for the last fiscal year; and

WHEREAS, the City Commission has met and carefully considered such annual report and estimate for the ensuing year, has prepared a tentative budget setting forth the amounts necessary to be raised for the various departments of the City and has appropriated the amounts to the various departments of the City considering the applicable funds on hand and the estimated departmental revenues.

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

Section 1. That a final budget for the City of Dania Beach, Florida, for the fiscal year beginning October 1, 2026, and ending September 30, 2027, is adopted (subject to the public hearing for which provision is subsequently made below). A copy of the tentative budget summary is attached to this Resolution and made a part of it as “Exhibit A,” and the appropriations set out in it are made for the maintenance and carrying on of the government of the City of Dania Beach, Florida, and for the purpose of paying debt service requirements, if any, of the City for the fiscal year beginning October 1, 2026 and ending September 30, 2027.

Section 2. That all delinquent taxes, collected as proceeds from levies of operating millages for former years are specifically appropriated for the use and benefit of the “General Fund”.

Section 3. Automatic Amendment: The Fiscal Year 2026-2027 budget is automatically amended to reappropriate open P.O. encumbrances that have not been closed by the Finance Department as a normal function of the City’s fiscal year-end review, fund outstanding contracts, fund required payments on approved City debt, and fund capital projects reserved or unexpended from prior years including Fiscal Year 2025-2026 such appropriations having been previously approved by the City Commission.

Section 4. Contingency Funds: Department heads or their designee shall only be allowed to transfer funds from their designated contingency accounts below an aggregate amount of Fifty Thousand Dollars (\$50,000.00) per fund with City Manager approval. Aggregate amounts above the Fifty Thousand Dollars (\$50,000.00) threshold per fund that are requested to be transferred from Contingency must be approved by the City Commission.

Section 5. Reserve Funds: That individual disbursements of fund balance reserves below Twenty-Five Thousand Dollars (\$25,000.00) may be authorized by the City Manager from time to time for a single purpose/initiative until the aggregate total of all such disbursements has exceeded One Hundred Thousand Dollars (\$100,000.00) within a single fiscal year, upon which all disbursements, regardless of amount, shall be authorized by a resolution of the City Commission.

Section 6. That City staffing positions and capital expenditures reflected and approved in the annual budget establish Commission consent over these areas, and that all additions to these items shall be approved through Commission approval of an amendment to the approved budget.

Section 7. That the City shall maintain a General Fund Unassigned Fund Balance of at least Twenty-Five Percent (25%) of the total dollar amount of budgeted annual operating expenditures in the approved General Fund budget and a Disaster Emergency Fund Balance to be utilized for unforeseen disasters or other emergencies as deemed by the City Commission at a minimum of Twenty Percent (20%) of the total dollar amount of the General Fund reserve balance, across all fund balance designations.

Section 8. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 9. 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

BUDGET SUMMARY
CITY OF DANIA BEACH FISCAL YEAR 2026-27
THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF DANIA BEACH ARE 3.3%
LESS THAN LAST YEARS TOTAL OPERATING EXPENDITURES

General Fund 5.9998
Voted Debt Service 0.0447

ESTIMATED REVENUES:		GENERAL FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	ENTERPRISE FUNDS	INTERNAL SERVICE FUNDS	TOTAL ALL FUNDS
Taxes:	Millage per \$1,000						
Ad Valorem Taxes	5.9998	\$ 48,397,756	\$ -	\$ -	\$ -	\$ -	\$ 48,397,756
Ad Valorem Taxes	0.0447 (voted debt)	358,439	-	-	-	-	358,439
Utility, Sales & Use Taxes		8,647,543	-	-	-	-	8,647,543
Assessments		8,831,024	-	3,003,250	5,776,145	-	17,610,419
Permits, Fees & Licenses		4,225,510	-	2,120,039	20,000	-	6,365,549
Intergovernmental		4,717,151	-	-	2,641,937	-	7,359,088
Charges for Services		2,986,225	-	130,000	16,894,800	-	20,011,025
Fines & Forfeitures		361,000	-	-	175,000	-	536,000
Miscellaneous Revenues		4,039,715	-	360,000	5,022,655	-	9,422,370
TOTAL SOURCES		82,564,363	-	5,613,289	30,530,537	-	118,708,189
Transfers In		3,586,970	2,022,710	141,011	-	4,493,543	10,244,234
Proceeds from Financing		-	-	-	-	0	-
Fund Balances, Reserves, and Net Position		3,690,666	-	247,320	2,294,561	1,270,000	7,502,547
TOTAL REVENUES, TRANSFERS & BALANCES		\$ 89,841,999	\$ 2,022,710	\$ 6,001,620	\$ 32,825,098	\$ 5,763,543	\$ 136,454,970

EXPENDITURES

General Government	\$ 12,721,635	\$ -	\$ -	\$ -	\$ 3,320,580	\$ 16,042,215
Police	25,308,271	-	-	-	-	25,308,271
Fire	25,443,919	-	-	-	-	25,443,919
Streets	3,813,699	-	-	-	-	3,813,699
Parking Facilities	-	-	-	2,994,779	-	2,994,779
Parks & Recreation	8,711,120	-	-	2,269,473	-	10,980,593
Public Services	2,754,812	-	291,011	-	2,442,963	5,488,786
Community Development	2,918,930	-	1,778,199	-	-	4,697,129
Physical Environment	-	-	3,533,845	19,850,561	-	23,384,406
Debt Service	-	2,022,710	-	3,338,556	-	5,361,266
TOTAL EXPENDITURES	81,672,386	2,022,710	5,603,055	28,453,369	5,763,543	123,515,063
Transfers Out	8,169,613	-	398,565	4,371,729	-	12,939,907
Fund Balances, Reserves, and Net Position	-	-	-	-	-	-
TOTAL APPROPRIATED EXPENDITURES						
TRANSFERS, RESERVES & BALANCES	\$ 89,841,999	\$ 2,022,710	\$ 6,001,620	\$ 32,825,098	\$ 5,763,543	\$ 136,454,970

The tentative, adopted, and/or final budgets are on file in the office of the above referenced taxing authority as a public record.



City of Dania Beach Parks & Recreation Memorandum

DATE: 9/24/2026

TO: Mayor and Commissioners

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

VIA: Cassi Waren, CPRP, Director of Parks and Recreation

SUBJECT: Special Event Application Approval: Memorial Healthcare Systems & Dania Beach, One City at a Time (Parks and Recreation)

Request:

Memorial Healthcare Systems is requesting a special event application to partner with the City to host their One City at a Time event on Saturday, October 17, 2026, from 10:00am - 2:00pm located at C.W. Thomas Park.

This requires City Commission approval due to the following:

- City funding being requested
- Attendance over 500
- Use of City logo
- Potential road closures / traffic impacts

Background:

Memorial Healthcare System's One City at a Time initiative is a population health initiative focused on improving access to healthcare and community resources for residents within five South Broward municipalities, including Dania Beach. The October 17th event at C.W. Thomas Park will serve as a community health and resource event connecting Dania Beach residents with Memorial Healthcare System services and community partners. The event will include Memorial Healthcare System mobile health services, health education and screenings, information on primary and pediatric care services, community resources, and participation from local community partners. The event is intended to increase awareness of available health resources, improve access to care, and strengthen connections between residents, Memorial Healthcare System, and the City of Dania Beach.

Memorial Healthcare Systems & Dania Beach, One City at a Time:

Facility Rental: \$2,550.00 (\$650 refundable security deposit included)

Special Event Application Fee: \$150.00

Event Total: \$2,700.00

Budgetary Impact

Funding shall be available and appropriated in the total amount of two thousand seven hundred dollars (\$2,700.00) from the general fund, City Manager Account No. 001-12-01-512-31-10.

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.

Memorial Healthcare:

Department Review:	Comments:
BSO Fire: Fire Prevention	No issues.
Building Official	No issues.
City Attorney	No issues
Code Enforcement	No issues.
Planning & Zoning	No issues. Will complete temporary signage permit.
HR / Risk Mgmt-	No issues. Approved COI.
Parks & Recreation	No issues
Public Services	No issues
BSO Police Dept.	No issues.



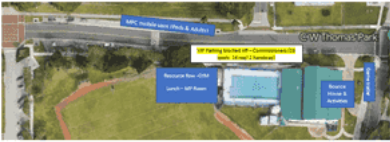
City of Dania Beach Special Event Application

Submit a **COMPLETED APPLICATION AND upload a SITE PLAN**. Please make sure all sections are completed. Incomplete applications will be returned to the applicant. After you submit the application with your fee, you will be contacted by the Special Events Liaison to review and further process your application. The Special Events Liaison will contact you once the review is complete and provide conditions or comments. For **MAJOR EVENTS** Special Events Liaison will provide you with the next available City Commission for final approval.

The Special Events Liaison will send the applicant an approved permit once all review is finalized.

Type of Event:	Major Event - more than 500 people, consecutive multi-day event, road closures (Requires Commission Approval)
Organization Name:	Memorial Healthcare System
Today's Date:	08/12/2026
Main Contact Name:	Adara Adams
Email:	adadams@mhs.net
Phone:	954-408-6723
Secondary Phone:	757-324-1258
Address:	3107 Stirling Rd., Suite 204
City:	Fort Lauderdale
State:	Florida
Zip Code:	33312
Secondary Contact Name:	Tim Curtin
Secondary Phone:	954-471-6848
Is this organization	Nonprofit*
*If Nonprofit, please include a copy of the IRS 501(c) tax exemption letter.	 MHS Tax Exempt Certificate 2022 to 2027_v2.pdf

Please provide the event day, start and end times, expected attendance, setup schedule, and activities for each event day, with additional event days added as needed.

Start Date	10/17/2026
End Date	10/17/2026
Name of Event:	Dania Beach One City at a Time Kickoff 2.0
Event Address:	800 NW 2nd St
City:	Dania Beach
State:	Florida
Zip Code:	33004
Event Type:	Other
Other:	Community Health Fair
Expected Maximum Attendance:	750
Purpose of Event:	The purpose of this event is to celebrate the relaunch of our One City at a Time Initiative in the City of Dania Beach.
Description of Event (Please attach a detailed site plan):	Memorial Healthcare System's One City at a Time initiative is a population health initiative focused on improving access to healthcare and community resources for residents within five South Broward municipalities, including Dania Beach. The October 17 event at C.W. Thomas Park will serve as a community health and resource event connecting Dania Beach residents with Memorial Healthcare System services and community partners. The event will include Memorial Healthcare System mobile health services, health education and screenings, information on primary and pediatric care services, community resources, and participation from local community partners. The event is intended to increase awareness of available health resources, improve access to care, and strengthen connections between residents, Memorial Healthcare System, and the City of Dania Beach.
# of years the event has been in existence?	3
Past Attendance:	600
Previous Location(s):	OB Johnson Park; Hallandale. Washington Park and
Will an event production team be use?	No
Date	10/16/2026
Day	Friday
Start Time	5:30 PM (EDT)
End Time	9:00 PM (EDT)
Please click here to upload site plan	

Event Day	
i. Date	10/17/2026
Day	Saturday
Start Time	10:00 AM (EDT)
End Time	2:00 PM (EDT)
Attendance	750
Are you the property owner of the location in which the event is taking place?	No

Will you require use of a City Park? If yes, please select park:	C. W. Thomas Park
Will your event require the use of the beach:	No
Will your event require additional sanitation supplies? (E.g. Port-o-potties)	No
Are you requesting the use of additional City staff/equipment?	Yes
If yes, what are you requesting:	Fire, PD, Parks and Recreation
Will you require parking spaces at the beach?	No
*NOTE: All parking spaces used will require payment of the parking meters.	
Will your event be serving food?	Yes
Number of Food Vendors:	1
Where will the food be prepared?	On Site
Method used for cooking	Electric
Has the vendor list been provided to the City?	No
Food vendors have all permits/licenses required?	Yes
Will there be alcohol served at this event?	No
If you answer yes to any of the below questions, a permit may be required	
Will you be using any tents for your event?	Yes
If yes, please describe how the tents will be tied down.	concrete weights
Please note: All tents should be accurately show on the site plan provided.	
Will you be using a stage for your event?	Yes
Will your event require electricity?	Yes
Type of electrical power to be used:	Generator & Property Power
If a generator is used, please provide size of the generator:	Uder 5KW (5000 Watts)
***A generator over 5KW/5000 Watts will require an additional permit.	
Will cooking equipment be used?	Yes
Type of cooking equipment (check all that apply):	Warmers/Sternos
Will the event include amusement rides, inflatables or children's games?	Yes
Will the event include the use of fireworks or other pyrotechnics?	No
Are you requesting any roads to be closed?	Yes
***If closing FDOT roads, a permit must be submitted through FDOT, and City Commission approval is required.	
How do you plan on marketing your event? (select all that apply)	- Outdoor Banners - Outdoor Signs - TV Ads - Flyers
Will the event have entertainment?	Yes
Will amplified sound equipment be used?	Yes
Will musical entertainment be used?	Yes
Please describe any type of entertainment and sound equipment below:	DJ with speakers
Are you charging a fee for the event?	No

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 security 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 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.

*All Fees above are subject to change. Event sponsor will receive invoice with actual service price incurred.

Payment for Details can be made as follows:

Payment in person:

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

Payment by mail:

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

Payment online:

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

Please visit: <https://www.govpaynow.com/gps/user/cyg/welcome>

*FEES APPLY FOR ONLINE PAYMENTS

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

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 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.

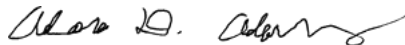
Email completed application and site plan to: dbspecialevents@daniabeachfl.gov

Site Plan must include:

1. Stage location, restrooms, fencing, tents, bounce houses, etc.
2. The maintenance of the traffic plan with barricades, directions, cones, etc., if road closures are needed
3. Parking options for attendees
4. Security plan
5. Tents and Sizes
6. DJ, proposed sign locations, generators, food trucks, and cooking appliances

To pay the special event permit application fee, please create an account on CivicRec, [CivicRec](#), where an invoice will be sent electronically to the applicant for payment via credit card.

Event Organizer Signature:



Date:

08/13/2026



Gaming Truck

Football Toss
& Bounce
House

Popcorn/
Snow cones

Blockade

Peds Mobile Van

Adult Mobile Van

VIP Parking

Food
Distribution

Blockade



DANIA-BEACH

DOLPHINS



Football Toss/
Bounce House

Popcorn/
Snow cones

Food
Distribution

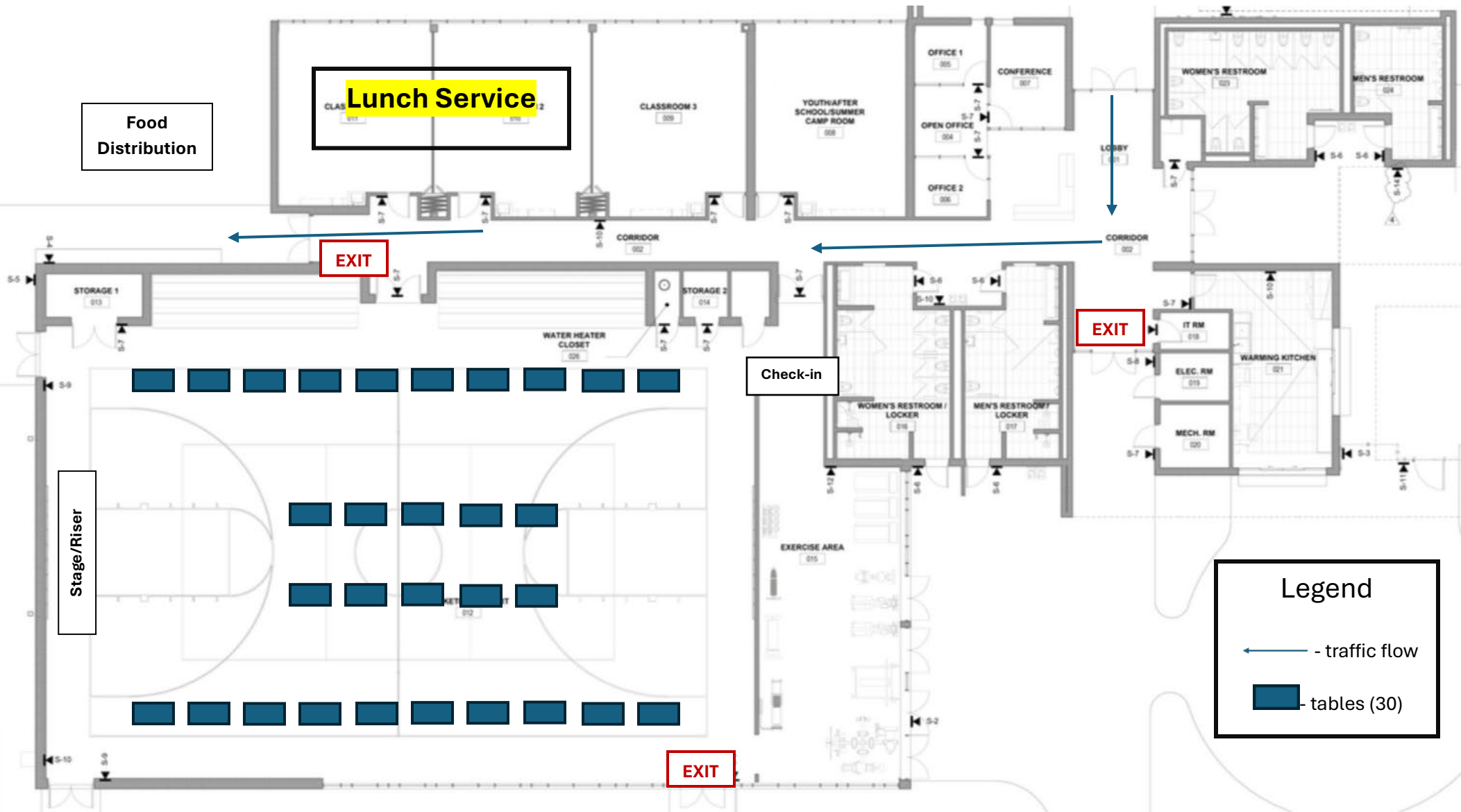
Gaming Truck

Blockade



VIP Parking

Blockade





City of Dania Beach Parks & Recreation Memorandum

DATE: 9/24/2026

TO: Mayor and Commissioners

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

VIA: Cassi Waren, CPRP, Director of Parks and Recreation

SUBJECT: Special Event Application Approval: Lululemon Run Club, 2026-2027 Event Series (Parks and Recreation)

Request:

Lululemon of Dania Pointe is requesting approval of their annual special event application for their run club event series. Events will take place bi-weekly commencing on Wednesday, October 21, 2026. The run will begin at Dania Pointe.

This requires City Commission approval due to the following:

- Multi-day event (bi-weekly reoccurrence)

Background:

Each event consists of a 3-mile run through the Dania Pointe / Beach area and is beneficial to continue building community connections and a greater wellness initiative. In addition, it will drive additional traffic to the Dania Pointe plaza and support in creating visibility to Dania Pointe. The event will begin near the fountain behind Haagan Daas in Dania Pointe and embark on a three-mile run. The applicant is in partnership with ISI Elite Training for this run, and they will be supporting in leading the run. The applicant will end the run club at Lululemon Dania Pointe and host runners for in-store shopping and post-run refreshments. It is important to note that the runs will not close any roads and runners/walkers will utilize sidewalks and walking paths, following all traffic laws.

Lululemon Run Club, 2026-2027 Event Series:

Special Event Application Fee: \$150 per event (each run club meeting) to be paid by the applicant.

Budgetary Impact

No budgetary impact. Applicant will pay the appropriate special event application fee to the Parks and Recreation Department per event.

Recommendation

The Parks and Recreation Department is recommending that the City Commission approve the

special event application request with the conditions noted. The applicant will pay for the necessary services recommended below.

Lululemon Run Club, 2026-2027 Event Series:

Department Review:	Comments:
BSO Fire: Fire Prevention	No issues.
Building Official	No issues.
City Attorney	No issues
Code Enforcement	No issues.
Planning & Zoning	No issues.
Human Resources / Risk Management	No issues. Approved COI.
Parks & Recreation	No issues
Public Services	No issues
BSO Police Dept.	No issues.



City of Dania Beach Special Event Application

Submit a **COMPLETED APPLICATION AND upload a SITE PLAN**. Please make sure all sections are completed. Incomplete applications will be returned to the applicant. After you submit the application with your fee, you will be contacted by the Special Events Liaison to review and further process your application. The Special Events Liaison will contact you once the review is complete and provide conditions or comments. For **MAJOR EVENTS** Special Events Liaison will provide you with the next available City Commission for final approval.

The Special Events Liaison will send the applicant an approved permit once all review is finalized.

Type of Event:	Major Event - more than 500 people, consecutive multi-day event, road closures (Requires Commission Approval)
Organization Name:	lululemon Dania Pointe Pop-Up
Today's Date:	09/03/2026
Main Contact Name:	Brittany Hyland
Email:	bhyland@lululemon.com
Phone:	2622152644
Secondary Phone:	7547040382
Address:	127 N Pointe Dr
City:	Dania Beach
State:	Florida
Zip Code:	33004
Secondary Contact Name:	Branden Gadsden
Secondary Phone:	3018480252
Is this organization	For Profit

Please provide the event day, start and end times, expected attendance, setup schedule, and activities for each event day, with additional event days added as needed.

Start Date	10/21/2026
End Date	12/16/2026
Name of Event:	lululemon Dania Pointe Run Club
Event Address:	127 N Pointe Dr
City:	Dania Beach
State:	Florida
Zip Code:	33004
Event Type:	Athletic/Recreation
Expected Maximum Attendance:	50
Purpose of Event:	3 mile Run through Dania Pointe/Beach to drive community connection and drive a greater wellness initiative. In addition it will drive additional traffic to the Dania Pointe plaza and support in creating visibility to Dania Pointe.
Description of Event (Please attach a detailed site plan):	We will begin near the fountain behind Haagan Daas in Dania Pointe and embark on a three-mile run. We are in partnership with ISI Elite Training for this run and they will be supporting in leading the run. We will end the race at lululemon Dania Pointe and host runners for in store shopping and post run refreshments.
# of years the event has been in existence?	less than a year
Past Attendance:	We hosted 3 run clubs in 2025 & relaunched a run on September 9th
Previous Location(s):	lululemon Dania Pointe 127 N Pointe Dr. Dania Beach, FL 33024
Will an event production team be use?	No

Date	10/21/2026
Day	Wednesday
Start Time	5:30 PM (EDT)
End Time	6:00 PM (EDT)
Please click here to upload site plan	 Dania Pointe Run Club Route & Site Map.pdf
Are you the property owner of the location in which the event is taking place?	Yes
Phone:	2622152644

Will your event require the use of the beach:	No
Will your event require additional sanitation supplies? (E.g. Port-o-potties)	No
Are you requesting the use of additional City staff/equipment?	No
Will you require parking spaces at the beach?	No
*NOTE: All parking spaces used will require payment of the parking meters.	
Will your event be serving food?	No
Number of Food Vendors:	0
Method used for cooking	• N/A
Number of other vendors?	0
Will there be alcohol served at this event?	No
If you answer yes to any of the below questions, a permit may be required	
Will you be using any tents for your event?	Yes
If yes, please describe how the tents will be tied down.	The tent has weighted base anchors to hold it down.

Tent Information

i. Tent Size	10x10
# of Tents	1
Tent Location	Tent will be located behind the stage that is near the lawn area of Dania Pointe. It will be east of the grass and west of the fountain.

Please note: All tents should be accurately show on the site plan provided.

Will you be using a stage for your event?	No
Will your event require electricity?	No
Will gas equipment be used?	No
Will cooking equipment be used?	No
Will the event include amusement rides, inflatables or children's games?	No
Will the event include the use of fireworks or other pyrotechnics?	No
Are you requesting any roads to be closed?	No
***If closing FDOT roads, a permit must be submitted through FDOT, and City Commission approval is required.	
How do you plan on marketing your event? (select all that apply)	• Other
Other	Eventbrite, Dania Pointe Instagram and word of mouth

Will the event have entertainment?	No
Will amplified sound equipment be used?	No
Will musical entertainment be used?	No
Are you charging a fee for the event?	No

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 security 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 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.

*All Fees above are subject to change. Event sponsor will receive invoice with actual service price incurred.

Payment for Details can be made as follows:

Payment in person:

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

Payment by mail:

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

Payment online:

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

Please visit: <https://www.govpaynow.com/gps/user/cyg/welcome>

*FEES APPLY FOR ONLINE PAYMENTS

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

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 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.

Site Plan must include:

1. Stage location, restrooms, fencing, tents, bounce houses, etc.
2. The maintenance of the traffic plan with barricades, directions, cones, etc., if road closures are needed
3. Parking options for attendees
4. Security plan
5. Tents and Sizes
6. DJ, proposed sign locations, generators, food trucks, and cooking appliances

To pay the special event permit application fee, please create an account on CivicRec, [CivicRec](#), where an invoice will be sent electronically to the applicant for payment via credit card.

Event Organizer Signature:



Date:

09/10/2026

3.0 mi

3 MILE JOGGING ROUTE

DANIA POINTE PLAZA
DANIA BEACH, FLORIDA

 **START / FINISH**

 **lululemon**

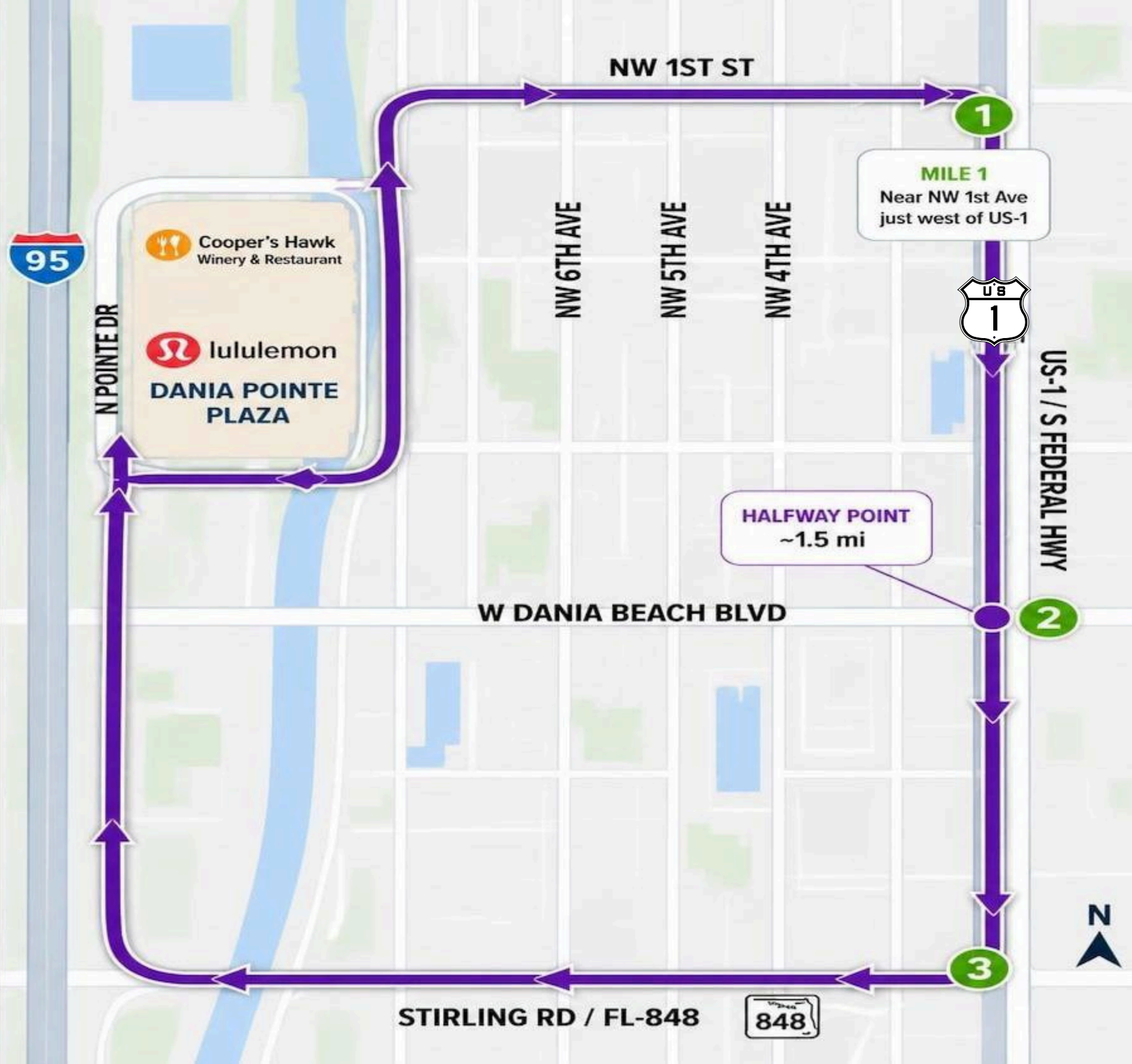
Inside Dania Pointe Plaza
near Cooper's Hawk

LEGEND

-  3 Mile Route
-  Mile Markers
-  Halfway Point (~1.5 mi)
-  Start / Finish
-  lululemon Store
Start / Finish Location

ROUTE BREAKDOWN

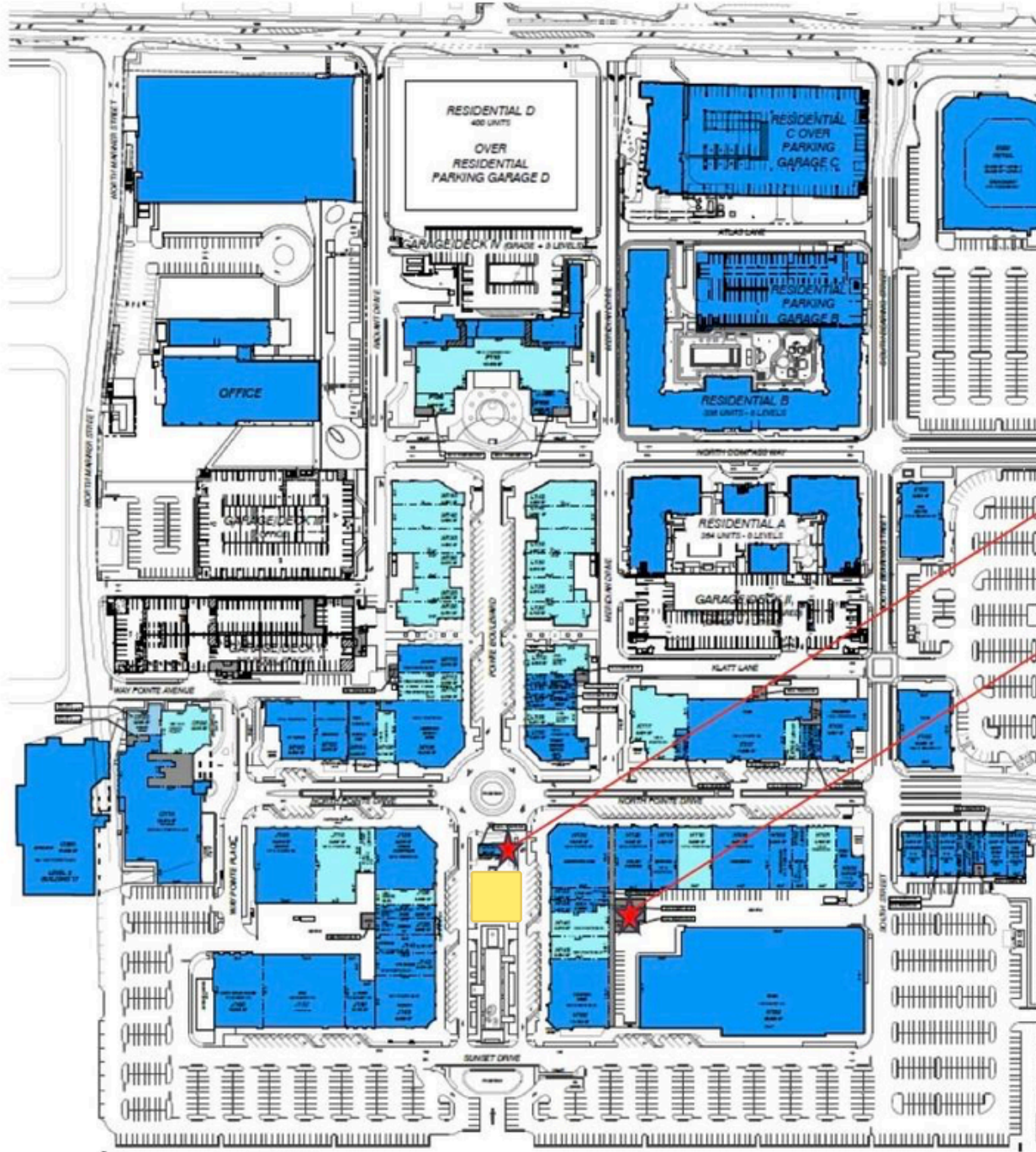
- 1** Mile 1: Exit Dania Pointe on N Pointe Dr / S Bryan Rd, turn east on NW 1st St. Cross the canal and continue to near NW 1st Ave (west of US-1).
- 2** Mile 2: Turn south on NW 1st Ave or US-1 / S Federal Hwy. Halfway point (~1.5 mi) near W Dania Beach Blvd.
- 3** Mile 3: Continue south to Stirling Rd / FL-848, turn west toward I-95, then north into Dania Pointe via N Pointe Dr to finish at lululemon.



SITE PLAN Cont.

Since this workout will be open to all paces, we will conduct the run as a “Group Pacer”. This means there will be multiple rest points at stoplights and otherwise to ensure no one gets left behind. Runner safety will be the number priority. Branden will lead the run and direct traffic both within the group and beyond to avoid oncoming vehicles

Plaza Map



Restrooms by Haagen-Dazs

Restrooms by Anthropologie

Tent Location is marked
by the yellow square
10x10 dimensions

lululemon Run Club Proposed Dates 2026

- Wednesday October 21, 2026
- Wednesday November 4, 2026
- Wednesday November 18, 2026
- Wednesday December 2, 2026
- Wednesday December 16, 2026



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: September 24, 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: Manager's Report

Code Compliance Division

This month, the Code Compliance Division responded to 79 complaints submitted through the City's Ask Dania Beach App, with each concern promptly reviewed and inspected by our Code Compliance staff.

The Division also continues to work closely with Public Services to address bulk trash and nuisance conditions throughout the City. During the month, 45 bulk notices were issued as part of our ongoing efforts to maintain clean, safe, and attractive neighborhoods.

Parks and Recreation

C.W. Thomas Park and P.J. Meli Park continue to provide valuable swimming instruction for youth and adults throughout our community. Utilizing our trained lifeguard staff, these programs focus on water safety, swimming fundamentals and building confidence in and around the water. August was an especially successful month for the swimming lessons program, with more than 40 youth participants registered across both facilities. The strong enrollment demonstrates the continued demand for accessible aquatic programming and, more importantly, provides our young residents with essential water-safety and swimming skills.

Public Services

Sidewalk Master Plan – Phase II

The project is currently in its final review stage with Finance and Legal prior to advertisement for competitive bid. Once the remaining reviews are completed, the solicitation package will be finalized and posted through OpenGov. This represents another important step toward improving pedestrian infrastructure and accessibility throughout the City.

Ocean Park Restrooms

The project remains in the environmental permitting phase. The first round of comments from the Florida Department of Environmental Protection has been received, and the consultant is

addressing the requested revisions and preparing updated plans and supporting documentation for resubmittal.

Coordination with the consultant and regulatory agencies remains ongoing. Upon receipt of the environmental permit, the project will advance into procurement, with construction still anticipated to begin in May 2027.

Marketing and Communications

The Marketing and Communications Department has begun the redesign and migration of the CRA website, with a focus on improving accessibility and functionality.

The Department also continues to receive recognition for its outstanding work. Eagle Eye was awarded the Award of Excellence in the 3CMA Savvy Awards in the category of *Marketing Tools – Government Service Delivery/Community Issue*. This recognition reflects the creativity and professionalism of our team and their continued commitment to finding innovative ways to communicate with and serve our residents.

Another well-deserved trophy is on its way to Dania Beach!

Dania Beach Art Week

Creativity will take center stage during Dania Beach Art Week, September 27 through October 3. The week-long celebration will bring together art, culture, businesses, residents and visitors through exhibitions, interactive experiences, workshops, artist demonstrations and a gallery hop. A free shuttle from the City Hall Parking Garage will also be available, making it easier for participants to explore the different activities and destinations throughout the City. Dania Beach Art Week is another opportunity to showcase the creativity, character, and growing cultural identity of our community.

Dania After Dark – Oktoberfest

Our first Dania After Dark event of the season kicks off with **Oktoberfest on Saturday, October 10, from 6:00 p.m. to 9:00 p.m.**

This free community event will feature live music, food, vendors, a pumpkin patch, children's activities, contests and entertainment for the entire family. Dania After Dark continues to bring residents, businesses and visitors together while supporting our local economy and creating an active and welcoming atmosphere in the heart of our City.

We look forward to another successful season of events that celebrate Dania Beach and bring our community together.



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: September 24, 2026

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

VIA: Eleanor Norena, CFM, Deputy City Manager

FROM: Corinne Lajoie, MURP, AICP, Community Development Director *CL*

SUBJECT: Manager's Monthly Report – August 2026 – Community Development Department

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

Building Division:

The Building Department created 140 and issued 161 building permits and conducted 1138 inspections. There was one Certificate of Occupancy (residential) issued for the month of August 2026.

Planning and Zoning Division:

1. **SP-018-89MOD3 WALMART SITE PLAN Mod:** This project is a site plan modification of the existing Walmart Neighborhood to enclose the existing breezeway and convert it to a service area for online orders and pickup services. The project is currently being reviewed by DRC.
2. **SP-036-26 RAVENSWOOD STORAGE:** This site plan is for the construction of storage. The project is currently being reviewed by DRC.
3. **SP-041-24 MULTI-FAMILY V.E.D GROUP:** This site plan request is for the construction of seven (7) new townhomes. The project is currently being reviewed by DRC.
4. **SP-005-99MOD2/SE-030-26 OHANA SITE PLAN MOD:** This project is a site plan modification and a special exception to accommodate a drop-off entry area for a secondary school. The project is currently being reviewed by DRC.

5. **SP-037-26 NAUTICAL VENTURES MARINA SITE PLAN:** This project is a large-Scale Site Plan to install new dry stack storage, open-air multi-tiered metal rack structure system (no enclosure), for storage of boats out of the water. The project is currently being reviewed by DRC.
6. **SP-040-26 233 N. FEDERAL HWY SITE PLAN:** This project is a Site Plan to build a 13-story mixed-use project, with 8,944 SQ. FT of commercial, 244 residential units, and 374 parking spaces. The project includes 10,000 sq. FT of public space (paseo). The project is currently being reviewed by DRC.

Miscellaneous Zoning Activities:

The Zoning Division processed 23 new Certificates of Use applications for new businesses in the City for the month of August 2026.

There were no new Vacation Rental Certificates for the month of August 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. There are weekly sweeps conducted at several locations throughout the city.

This month, a total of 79 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 staff issues and/or weather no inspections were conducted this month.

Three derelict vessels remain in the waterway. Two vessels located in the 4400 block of SW 42 Terrace are scheduled to be relocated by Broward County for use as artificial reefs. Broward County has advised that they anticipate the vessels will be removed before the end of the year. The third vessel, located adjacent to 195 NW 14 Way, is currently under review by FWC. Once authorization is received from FWC, we will proceed with having it removed.

The Code Compliance Division collaborates with Public Services to address bulk trash and nuisance issues throughout the City. This month, a total of 45 bulk notices were issued.

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

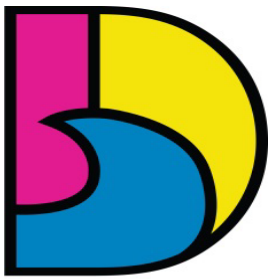
There were no noise complaints received this month.

Please find the vacation rental complaint details outlined below:

Date	Address	Description	Code Officer Assigned	Resolution
8/7/2026	425 SW 12 St	Trash can on right of way.	M. Shahryar	Unfounded; there is an open case that is scheduled for Special Magistrate on 8/10/26.

Beach Ranger and Parking Division:

- Beach Rangers patrol downtown City Center and all active construction sites for any parking and noise violations.
- Staff reported 3 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. 95 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.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: September 10, 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 advance key strategic initiatives that strengthen the City's workforce, support operational continuity, enhance employee engagement, manage organizational risk, and position Human Resources as a proactive business partner and trusted advisor. The following highlights departmental activities and accomplishments during the reporting period.

Recruitment and Talent Acquisition

The Human Resources Department continues to work collaboratively with departmental leadership to address current and anticipated staffing needs. Recruitment efforts remain focused on attracting qualified candidates, coordinating the selection process, and facilitating a smooth transition from recruitment through onboarding.

Several vacancies are currently moving through various stages of the recruitment and hiring process, including:

- Permitting Coordinator II - Accepting Applications
- Park Custodian – Screening Applications
- Lead Facility Maintenance Technician – facilities organization chart being re-evaluated by Public Services
- Facility Maintenance Technician – facilities organization chart being re-evaluated by Public Services
- Equipment Operator I – Accepting Applications
- Beach Lifeguard O/C – Candidate selected and offer in progress
- Beach Lifeguard (P/T) - Accepting Applications (Internal Posting Only)

Human Resources continues to provide strategic oversight and coordination of recruitment and hiring activities to support organizational workforce needs and address critical vacancies. Key efforts focus on strengthening recruitment outreach, facilitating effective candidate selection, ensuring timely completion of pre-employment and background screening requirements, and supporting the successful onboarding of new employees.

These initiatives are integral to maintaining workforce capacity, supporting operational continuity, and ensuring departments have access to qualified talent. Human Resources remains focused on optimizing the hiring process, enhancing responsiveness to departmental needs, and delivering a consistent and positive experience for both hiring managers and prospective employees.

Training and Development

Human Resources remains committed to building a skilled, engaged, and high-performing workforce by providing targeted training opportunities that promote professional growth, strengthen leadership capabilities, enhance workplace safety, and support the City's overall success.

During August, Human Resources coordinated several professional development opportunities, including a customized Team-Building Workshop for employees at C.W. Thomas Park, two Health and Safety Training sessions, Advanced Customer Service and De-escalation Training, and a new Giving and Receiving Constructive Criticism workshop. These programs received positive feedback from participants and reinforced communication, collaboration, accountability, workplace safety, and continuous improvement.

Upcoming September Employee Trainings

Professional Skills Enhancement Training: Two sessions—Change Management and Performance Evaluations and Feedback—are scheduled for Monday, September 28, 2026. Facilitated by returning professional trainer and coach Shani Lenard, these sessions will provide employees and supervisors with practical strategies for navigating organizational change, managing performance, communicating expectations, and delivering meaningful feedback.

As part of Human Resources' ongoing commitment to empowering employees and providing meaningful professional development opportunities, three Parks and Recreation team members will attend FAU's Leadership Boot Camp: People Management from September 15–17, 2026. This 3-day intensive program will strengthen their skills in performance management, communication, teamwork, collaboration, problem-solving, and navigating challenging workplace situations. By investing in leadership development, Human Resources continues to equip employees with practical tools to grow professionally, support their teams, and contribute to the City's long-term organizational success.

Risk Management, Wellness, and Safety

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

The Human Resources/Risk Management Department and Brown & Brown, our insurance broker, successfully negotiated a 13% property insurance program rate deduction for the 26-27 fiscal year insurance renewal. This rate decrease significantly offset the total premium increase due to the \$14M increase in assets. Even with the significant increase of \$14M in assets (primarily due to the new CW Thomas Park and I.T. Parker Community Center renovation, etc.), our total renewal premium costs only increased 4.5%. Without the substantial property rate decrease, we would have seen approximately a \$300,000 increase over last year's total premium, instead of only \$115,000.

The Safety Committee (now the Eagle WISE Committee) will meet again on September 24th and will discuss safety practices during lightning storms and safety precautions to take during the upcoming holidays such as Halloween and Christmas.

In early September, Risk Management and BSO Fire Rescue teamed up to conduct the semi-annual (non-announced) fire drills at City Hall, Public Services and at the major parks. Fire Rescue recommended that we add a lock-box with an entry card at the side entrance of City Hall to allow Fire Rescue to enter City Hall if the main entrance was unavailable for any reason. Risk Management is coordinating the lock-box installation with Facilities Management.

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.

The City's Open Enrollment period has concluded, and we are currently testing the file feed from Bentek to New World. The full file will include all employees and capture both current benefit elections and changes made during Open Enrollment, including the transition to MetLife Dental.

- Open Enrollment Changes: Benefit election changes are scheduled to take effect in the October 2 paycheck.
- Salary Plan Changes: We are working closely with the Payroll team to implement all salary plan changes scheduled for October 16 pay date.

Continuous Improvement and Innovation

We are pending Commission approval for the selection of an IT consultant to start the implementation process of a new human resource information system (HRIS).



CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: September 14, 2026

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

VIA: Eleanor Norena, CFM, 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 – Design is complete. The bid for construction opened on Tuesday, September 8th. The project remains on track to be completed by April 30, 2027, the grant deadline.
- PJ Meli Park – Project placed on hold pending funding.
- Olsen Middle School – Construction for this project is on hold due to uncertainty and instability within the school board, as well as the unknown future of Olsen.

Ocean Rescue installed seaweed information signs on the beach adjacent to each entrance to better educate the public. The guards have also continued to paddle out or flag down vessels that approach the pier too closely to fish for bait, helping ensure the safety of beachgoers.

Ocean Rescue Report:

- Rescues – 0
- Medical/First Aid – 6
- Law Enforcement Calls – 1
- Missing Person – 2
- Wildlife or Domestic Rescue – 3

The Special Events team has been diligently working to secure sponsors for the upcoming Dania After Dark series. To date, the team has met with representatives from Dania Beach Casino, Surfside, Hotel Dello, SERVPRO, and Mister O1. These efforts have resulted in sponsorship agreements, submitted sponsorship decks, and finalized contracts. Staff continues to discuss sponsorships with Eataly and Quarterdeck.

The team was awarded two prestigious honors by the Florida Festivals & Events Association (FFEA):

- Sponsorship & Partnership Award for the Wine & Seafood Festival
- Photo Opp Award for the Oktoberfest design



This recognition highlights the team’s creativity, collaboration, and dedication to creating memorable events and experiences.

The team has also continued collaborating with the Memorial Healthcare team to secure adult and pediatric mobile stations, which are stationed at Southwest Community Center, PJ Meli, and C.W. Thomas Park throughout the month. Additionally, the team has been finalizing plans for the One City at a Time event, scheduled for Saturday, October 17, 2026.

Since the beginning of the fiscal year, the Events Division has secured \$71,824.20 in sponsorships (in-kind and monetary) and event revenue, reflecting continued progress in generating resources and supporting the City's special events programming.

Event Applications:

- Processed since October 1, 2025: 43

IT Parker continues to be a premier rental site for the Department. So far this year, the site has hosted 68 external rentals, 29 internal rentals, and 66 recreation programs.

With our successful Summer Camp and Extended Break Camp programs coming to an end, it was time to get back into the swing of things as we kicked off an exciting and promising 2026–2027 school year. Our Rising Stars After Care Program is currently in full swing, and we are thrilled with the strong enrollment across all three locations. We currently have 83 children enrolled, with C.W. Thomas Park completely sold out at 41 children. Frost Park has 24 children enrolled, while PJ Meli Park has 17.

With enrollment continuing to grow, we are very close to having all three sites completely sold out for the school year. We are excited to see such strong participation and look forward to another successful year with our Rising Stars families.

The overall success of the Rising Stars Program is something we are extremely proud of. Our ability to serve the community and provide parents with a safe, supportive environment for their children after school reflects the program’s continued value and impact.

Through tutoring, engaging activities, STEM opportunities, and cognitive enrichment, Rising Stars provides children with meaningful opportunities to learn, grow, and thrive outside the traditional school day. The program’s continued success demonstrates the ongoing demand for quality after-school programming and highlights the department’s commitment to offering accessible, enriching services to families throughout the community.

C.W. Thomas and PJ Meli Park continue to provide valuable swimming instruction to youth and adults throughout the community, utilizing our lifeguards to deliver quality lessons focused on water safety and swimming development.

August was a particularly successful month for our swimming lessons program, with more than 40 youth registered for lessons across both facilities. This strong enrollment reflects continued demand for accessible aquatic programming and demonstrates the community's interest in providing children with essential water safety and swimming skills.

Participants begin by learning basic water safety and becoming comfortable in the water before progressing into foundational swimming techniques and learning to swim independently. We are extremely proud of the continued growth and participation in this program and are thrilled to provide opportunities for individuals of all ages to develop confidence, learn essential water safety skills, and stay safe around aquatic environments.

Ongoing Programs:

- Rising Stars at C.W. Thomas Park, Frost Park, and PJ Meli Park
- FitFusion at C.W. Thomas Park
- Hip Hop and Contemporary Dance at C.W. Thomas Park
- Tint Tots at C.W. Thomas Park
- Junior Chefs at C.W. Thomas Park
- Checkmate Academy at C.W. Thomas Park
- Adult Chess at C.W. Thomas Park
- Adult Game Night at C.W. Thomas Park
- Vibe Out at C.W. Thomas Park
- Gracefully Aging at C.W. Thomas Park
- Karate at PJ Meli Park
- Swim Team at PJ Meli Park
- Waterpolo at PJ Meli Park
- Social Seniors at PJ Meli Park
- Tot Time at PJ Meli Park
- Sweet Creations at PJ Meli Park
- Paddle Up Dania at PJ Meli Park
- Seniors Exercise at PJ Meli Park
- Bands & Bells at PJ Meli Park
- Learn to Swim at PJ Meli Park
- P1 Go Kart Series at PJ Meli Park
- Mah Jong Club at Frost Park
- I Am Enough at Frost Park
- Puzzle Program at Frost Park
- Kreation Station at Frost Park
- Yoga at Frost Park
- 55+ Volleyball at Frost Park

Football is officially back in the City of Dania Beach! Thus far the Dania Beach Dolphins have successfully hosted two home games at the C.W. Thomas Park football field, with two additional home games scheduled for Saturday, October 3, and Saturday, October 10, which will serve as the team's Homecoming game. The return of

home football has provided an exciting opportunity for players, families, and the community to come together and support youth athletics right here in Dania Beach.

The opening of the concession stand has also been a tremendous success. With staff working diligently to stock, operate, and serve during each home game, the concession stand has generated more than \$2,100 in revenue to date. This additional revenue represents a positive financial impact for the City while enhancing the overall experience for families and spectators.

We are excited to see football return to Dania Beach and look forward to building on this momentum throughout the remainder of the 2026 season.

Athletic Programs (ongoing/upcoming):

- Football/Cheer at C.W. Thomas Park
- Adult Kickball at PJ Meli Park
- Lil Sluggers at PJ Meli Park
- Youth Basketball at C.W. Thomas Park – Contracted
- Youth Jr. Sports (Go Kart Series) at Frost Park – NEW
- Youth Volleyball at C.W. Thomas Park – Contracted
- Tarpons Recreational Soccer at Frost Park – Contracted
- Little Sea Stars at PJ Meli Park
- Soccer at Frost Park – Contracted
- Tennis at Frost Park & PJ Meli Park – Contracted
- Pickleball at Frost Park – Contracted
- Hoop Lab at PJ Meli Park
- FBS Soccer at C.W. Thomas Park – Contracted





Staff continues to evaluate both existing and new programs to ensure we are providing high-quality recreational and community offerings that meet the needs and interests of residents of all ages. This ongoing evaluation allows the team to identify opportunities for improvement, respond to evolving community needs, and develop innovative programs that create meaningful and engaging experiences for residents.

Staff looks forward to expanding the department's recreational offerings and continuing to provide programs that enhance the quality of life for everyone in our community.



CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT
MEMORANDUM

DATE: September 14, 2026

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

FROM: Oscar Vasquez, Public Services Director

Oscar Vasquez

CC: Carlos Escalante, Public Services Deputy Director

RE: PUBLIC SERVICES DEPARTMENT UPDATE

SE Drainage Phase 1 – The project is expected to be completed by October 2026. This change in completion date is primarily due to the additional time required for procurement and installation of the disconnect switch needed to complete the pump station electrical work, startup, and commissioning.

SE Drainage Phase 2 – The anticipated completion remains December 2026. Installation of the underground drainage piping and structures has been completed. Current work this month is focused on completing sidewalk and driveway reconstruction, swale restoration, and other roadway/site restoration activities. At the pump station, the remaining critical work includes completion of the electrical connections and FPL energizing, followed by pump startup, testing, and commissioning.

Lift Station #11 Rebuild – Construction is underway, as the contractor has mobilized and started dismantling and demolishing the existing lift station.

Lift Station #12 Rebuild – The project is nearing completion and is expected to be fully completed this month. Remaining activities include completion of the SCADA equipment connections and installation of the perimeter fence, which is scheduled for the week of 9/21.

City Hall Wind Mitigation – The construction project is advancing through contract finalization following the selection of Kohn Construction and Development LLC. The new generator has been delivered to City Hall, and coordination continues on the HMGP Grant extension and overall construction schedule.

Fire Station No. 1 Wind Retrofit Project – The City is advancing the construction contract with S3S Construction Inc. following an unsuccessful contract negotiation with the initial recommended bidder. The first reading associated with the expenditure authorization is scheduled for the September 24 Commission meeting, with the second reading, bid award, and contract approval anticipated for October 13. The Automatic Transfer Switches have been received, and delivery of the 250 kW emergency generator is being coordinated following completion of the diesel tank assembly.

NW 1st Street LAP - Streetscape and drainage - The construction solicitation is being re-bid following corrections to the bid documents, and coordination continues with Kimley-Horn, Procurement, and FDOT to advance the revised solicitation. The CEI consultant selection process is also progressing, while the City coordinates with FDOT on the revised procurement schedule and required concurrence before construction award.

Sidewalk Master Plan - Phase II - The project is in the final review stage with Finance and Legal prior to advertisement for bid. Once the remaining reviews are completed, the solicitation package will be finalized and posted for competitive bidding through OpenGov.

City Hall Window & Door Replacement – The project has reached final completion, with all window and door replacement work completed and remaining punch list and closeout items addressed. The Building Final inspection is scheduled for today, September 14, to obtain the Certificate of Occupancy (COC) and formally close out the project.

Ocean Park Restrooms – The project remains in the environmental permitting phase. The first round of FDEP comments has been received, and the consultant is currently addressing the requested revisions, preparing the revised plans, and supporting documentation for resubmittal. Coordination with the consultant and regulatory agencies remains ongoing. Upon receipt of the environmental permit, the project will advance to procurement, with construction still anticipated to begin in May 2027.

BSO Substation Generator Installation – Installation, utility cut over, connection, and testing of the new emergency backup generator have been successfully completed in coordination with FPL, the contractor, and BSO personnel. Project is 100% complete.

GRANTS

SW 34th Terrace Drainage – Grant L0025 (FDEP) – The City received the full \$500,000 grant reimbursement and has successfully completed the grant closeout process. The funds received will be reported in the Stormwater Fund.

Water Plant High Service Pumps Project (EPA) – The City has applied for \$1.2 million in grant funding from the U.S. Environmental Protection Agency (EPA) for the High Service Pumps Project. The funding was awarded to the City through a state reappropriation and will support the project.

NW 1st St Water Main Replacement (EPA) – The City has been awarded a \$350,000 state reappropriation for the NW 1st Street Water Main Replacement Project and has begun the grant initiation process. The project will entail the replacement of existing water mains along NW 1st Street to improve the reliability and capacity of the City's water distribution system.

SE Drainage Phase 1 – Grant 22FRP21 (FDEP) – The City has received the Letter of Acceptance for all required grant deliverables and has initiated the final reimbursement request and grant closeout process.



CITY OF DANIA BEACH MARKETING AND COMMUNICATIONS DIVISION MEMORANDUM

DATE: September 10, 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. Below are the latest activities from August through September 2026:

New Website

- Initiating CRA website redesign and migration
- Continue to work with IT to migrate pdfs forms to optimized forms.

Publications (internal and external)

- Budget Workshop Presentation

Community events and commission coverage

- Oktoberfest
- Dania Beach Art Week
- Mayor's Home Rule Hero Award
- 9/11 25th Anniversary Ceremony

City initiatives marketing support (internal)

- CORE Conversations
- City & CRA Budget Books
- Mayor on the Move – Memorial Healthcare Buses & Public Art Program

Creative design and branding

- State of the City program, presentation, table numbers, giveaway branding
- Dania After Dark ads
- Garage directional signage

Digital / video

- Mayor & FIFA Soccer Balls Distribution video
- FCCMA Short-Form Video (Dania Beach At Home Beautification)

City initiatives marketing support (external)

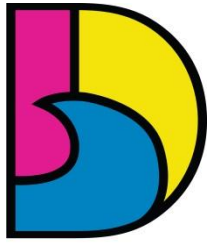
- Boil Water Advisories (SE)
- Road Closures
- FLL Airport Maintenance
- Heat Advisory
- King Tide Advisory
- Bulk Waste Pickup
- Paws & Partners Pet Adoption
- SE Drainage Project
- Ralph Squeglia - Resident Birthday Drive-by
- Water Chlorination
- William Green – Resident Birthday Drive-by

Parks & Rec / Special events marketing support

- Assisting in promotion of Mahjong club
- Assisting in promotion of Frost Park farmers markets
- Assisting in promotion of beach volleyball
- Assisting in promotion of Oktoberfest and Dania After Dark media campaign

ANALYTICS:

- Email campaigns: Past 30 Days (9/8/26): Two campaigns average
 - Open Rate: 49%, Click-through Rate: 1.7%, Total contacts: 10,318
- Facebook (28 days): Published content, 50; Page views, 68,577; Viewers, 13,971; Content Interactions, 1.2K; Visits, 2.7K; New followers, 57; Followers, 13,971
- Instagram (30 days): Published content: 28; Views, 84.8K; Post reach, 8.3K; Content Interactions, 1.4K; Page visits, 733; New Followers, 337; Followers, 15,916
- X (30 days): Followers, 3,005; Post impressions, 274; Engagement, 0%; Post engagement rate, 0%
- YouTube (30 days): Channel views, 648; Subscribers, 717; Impressions 5.1K; Click through rate, 3.8%
- LinkedIn (30 days): New Followers, 3; Total Followers, 2,123; Page Impressions, 105; Engagement, 3.8%
- Everbridge: Community Opt-Ins: 5,595; Alert Dania Beach subscribers: 335; Dania Events subscribers: 280
- Designs Created (30 days): 98; Published, 210



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

TO: Candido Sosa-Cruz, City Manager, ICMA-CM
VIA: Eleanor Norena, CFM, Deputy City Manager
FROM: Darryl McFarlane, IT Division Director
DATE: September 11, 2026
SUBJECT: IT Division Monthly Report – September 2026

The Information Technology Division continues to support City operations while advancing infrastructure, business applications, and modernization initiatives. Below is a general summary of this month's activities:

Infrastructure & Operations

- Routine maintenance and ongoing improvements to core systems.
- Continued initiatives to enhance network reliability and operational continuity.

Servers & Cloud Services

- Progress made on planned upgrades to the City's server and storage environment.
- Expansion of Single Sign-On to additional applications.

Access Control & CCTV

- Continued installation and enhancement of camera and access control systems at City facilities.
- Ongoing modernization of legacy equipment and related infrastructure cleanup.

Applications & Technology Projects

- Support for City permitting and HR system modernization efforts.
- Evaluation of emerging technologies to improve departmental productivity.
- Review of City cellular services to identify operational efficiencies.

Upcoming Priorities

- Planned upgrades to key systems and infrastructure.
- Continued enhancement of City facility technology and modernization efforts.



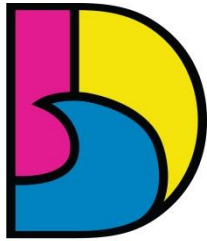
City of Dania Beach City Clerk Memorandum

Date: September 10, 2026
To: Candido Sosa-Cruz, ICMA-CM, City Manager
Via: Eleanor Norena, Deputy City Manager
From: Elora Riera, MMC, City Clerk
Subject: City Clerk September Report

The Clerk's office is continuously receiving and processing requests for records and have received and/or processed 35 requests as of September 10th.

The City Clerk's office continues to prepare for the implementation of the public notices online portal which is set to go live on October 1st and will be automated onto our City website and accessible to anyone to view all legal advertisements and notices from all departments.

The City Clerk's office continues to prepare for the upcoming elections taking place on November 3rd with 6 candidates on the upcoming ballot.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

MEMORANDUM

DATE: September 11th, 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 – August/September 2026

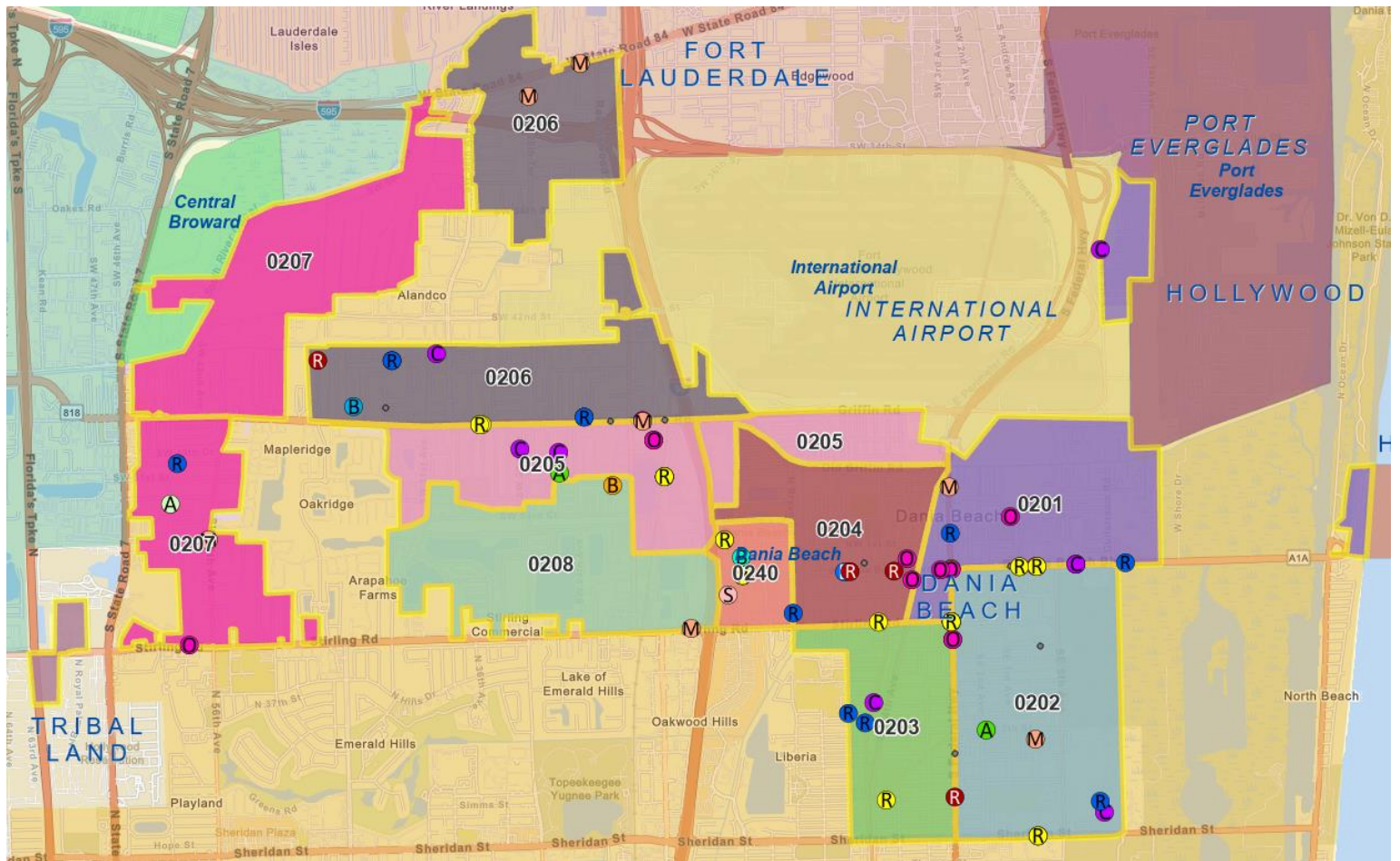
Below is the monthly crime report for part 1 crimes from 8/12/2026 to 9/9/2026:

 BROWARD SHERIFF'S OFFICE CITY OF DANIA BEACH MONTHLY CRIME REPORT 8/12/2026 - 9/9/2026										
Charge	0201	0202	0203	0204	0205	0206	0207	0208	0240	Grand Total
AGGRAVATED ASSAULT							1			1
AGGRAVATED BATTERY								1		1
AGGRAVATED BATTERY (DOMESTIC VIOLENCE)		1								1
AGGRAVATED BATTERY/DOMESTIC VIOLENCE				1						1
AUTO THEFT	1	1			1	1				4
BURGLARY BUILDING/STRUCTURE		1		1		3				5
BURGLARY BUSINESS				1						1
BURGLARY CONVEYANCE	3	2	2		3	1				11
BURGLARY RESIDENCE	2	2	2	1		3	1			11
GRAND THEFT	1									1
ROBBERY			2	2		1				5
ROBBERY BY SUDDEN SNATCHING									1	1
SEXUAL BATTERY						1		1		2
THEFT - /RETAIL / SHOPLIFTING				1						1
THEFT - ALL OTHER	2	5		2	2	1	1		1	14
THEFT - BICYCLE									1	1
THEFT - MOTOR VEHICLE PARTS	1	1			1	2	1	1		7
THEFT - RETAIL / SHOPLIFTING		6	11	2	6	3			5	33
Grand Total	10	19	17	11	13	16	4	3	8	101

Monthly Crime Report (101 Incidents)

- A** AGGRAVATED ASSAULT (1)
- B** AGGRAVATED BATTERY (1)
- A** AUTO THEFT (4)
- B** BURGLARY BUSINESS (1)
- C** BURGLARY CONVEYANCE (11)
- R** BURGLARY RESIDENCE (11)
- R** ROBBERY (5)

- S** ROBBERY BY SUDDEN SNATCHING (1)
- B** SEXUAL BATTERY (2)
- P** THEFT - ALL OTHER (14)
- B** THEFT - BICYCLE (1)
- M** THEFT - MOTOR VEHICLE PARTS (7)
- R** THEFT - RETAIL / SHOPLIFTING (33)
- <all other values> (9)



Notable Increases/Decreases

When compared to the previous report:

- Part 1 crimes **decreased by 1.5%** over the past four weeks
- The number of aggravated batteries, assaults, and stalking decreased **by 52%**
- Auto thefts **increased by 57%**
- Burglaries **increased by 17%**
- Robberies **doubled**
- Overall, **thefts increased by 3%.**

Total Arrests & PC Affidavits

8/12/2026 – 9/9/2026
207

- 162 arrests made by Road Patrol
- 25 arrests made by the Crime Suppression Team
- 20 arrests made by Criminal Investigations

Notable Arrests/Initiatives

- A subject stole a front loader from a construction company in Hollywood and drove it through Dania Beach. Deputies investigated the suspicious activity and discovered the front loader was stolen before the owner realized it was missing. The subject was arrested and the front loader was returned.
- Four subjects were identified and charged with stealing ammunition and other supplies from Bass Pro Shops.
- Two subjects were charged with stealing from Family Dollar.
- Multiple subjects were charged with stealing alcohol from Walgreens.
- Additional subjects were identified and charged with stealing from Walmart, ALDI, Shoe Station, America's Best Contacts & Eyeglasses, and BrandsMart.
- Charges were filed against a subject after they stole a Dania Pointe resident's bike.

Proactive Enforcement Highlights

- CST detectives secured an arrest warrant for a subject for domestic related aggravated assault with a firearm, occupied burglary, and battery. CST worked with a confidential informant and learned the subject may be returning to the victim's home. Detectives conducted surveillance on her home and saw the suspect arrive and attempt to kick in the front door. He was immediately arrested.
- A subject fled from road patrol when they tried to initiate a traffic stop. CST investigated the driver and learned he had an extensive history with violence and fleeing. An arrest warrant was obtained, and the subject was tracked to West Park, where he fled on foot when he saw detectives. He was taken into custody shortly after, with the assistance of aviation and K-9 units.
- Detectives conducted surveillance on Happy Family and on-viewed a subject selling drugs to a customer. Both parties were arrested.
- Detectives made contact with several wanted subjects and arrested them for delivering cocaine, engaging in organized criminal acts, burglary, and criminal mischief.
- Detectives observed a girl flagging down cars along Federal Hwy, attempting to sell sexual services. She was arrested for loitering for the purposes of prostitution.
- Road patrol units filed charges against a subject for domestic related robbery, burglary, and battery. CST detectives researched the subject and learned his vehicle was recently captured on a license plate reader. Detectives conducted surveillance and took him into custody when he returned home.
- While conducting surveillance on a recent shooting scene, detectives witnessed two drug sales and arrested all parties.
- A search warrant was executed at the Deluxe Inn relating to narcotics and prostitution. One subject was arrested and cocaine and cash were recovered during the search.
- CST detectives assisted CI detectives with locating and arresting a subject wanted for domestic related occupied burglary and felony criminal mischief. The subject was located in Fort Lauderdale.
- Detectives investigated allegations that a Dania resident was wanted for homicide in Chicago. Detectives located the suspect. She had an outstanding warrant for a weapons charge, but Chicago was not willing to extradite. While on scene, detectives learned that she was recently beaten and threatened with a firearm by her boyfriend. An arrest warrant was secured.
- Five subjects were arrested after detectives witnessed them buying, selling, or using drugs while in Dania.
- Detectives tracked and arrested a subject with several outstanding warrants for removing his ankle monitor and failing to register as a sex offender.
- Detectives investigated a vehicle loitering at 7-Eleven. It was learned the vehicle was stolen out of Miramar. The car was recovered and both occupants were arrested.

Motors/Commercial Vehicle Enforcement

- Between Dania Beach motormen and road patrol deputies, 628 warnings and citations were issued during the last four weeks.
- Deputies focused their efforts on speeding along Griffin Rd. Approximately 60 citations and warnings were issued.
- Motor units continue to enforce careless driving and speeding laws in school zones.
- LPR trailers, speed trailers, and message boards remain deployed throughout the city.

Homeless Outreach Team (HOT)

- HOT deputies assisted road patrol by responding to 56 calls for service that involved homeless people. Four arrests were made, and subjects were charged with trespassing and outstanding warrants. In total, HOT deputies conducted 239 area checks and documented contact with 10 people.
- Deputies worked with City personnel and Hollywood PD to locate and remove two encampments on the east side of the city. Tents, bedding, furniture were all removed from the sites. Routine area checks are being conducted in the two areas to ensure they remain clean and clear.
- Deputies are also continuing their periodic checks at City Hall, Frost Park, Chester Byrd Park, Meadowbrook Square Plaza (Ideal Mall), and Ocean Park Beach.

Neighborhood Support Team (NST)

Follow-Up/Directives/Initiatives

Week of August 7 – Jewish and Muslim Center Checks - NST conducted physical checks on all Jewish and Muslim centers in Dania Beach. If contact was not made with anyone at the location, telephone or email contact was made with a representative.

Week of August 10 - School Ops Plan - NST assisted in providing additional security for the first week of school. NST maintained high visibility during drop-off and pick-up at several schools throughout Dania Beach.

Week of August 17 - Jewish and Muslim Center Checks - NST conducted physical checks on all Jewish and Muslim centers in Dania Beach. If contact was not made with anyone at the location, telephone or email contact was made with a representative.

August 24, 2026 - Birthday Drive-By Celebration - NST along with road patrol, fire rescue and the City of Dania Beach completed a drive-by birthday celebration for a 100-year-old resident of Dania Beach.

August 26, 2026 - The Nurtury - NST provided additional visibility during the first day of school for drop-off and pickup times. Afterwards, a meeting was conducted with security staff to discuss safety protocols.

August 28, 2026 - Chillin with a Cop - NST hosted its inaugural Chillin with a Cop event, designed to connect deputies with kids in a relaxed park setting. Participants received free food from Jaxson's Ice Cream, which they graciously donated.

September 3, 2026 - Pet Adoption Event- NST participated in the City of Dania Beach's Pet Adoption event, along with Broward County Animal Care to spread awareness about the many pets that are available for adoption. NST also provided free pet supplies to attendees.

September 5, 2026 - Shred-A-Thon/Operation Medicine Cabinet – NST held this year's annual event at Bass Pro Shops. Over 11,000 pounds of documents and 107 pounds of medications were successfully collected and safely disposed of.

Meetings Zoom/In Person

- **August 11, 2026** – Broward County BARC Meeting 10:00 AM
- **August 19, 2026** - Drowning Prevention Meeting (Zoom) 9:30 AM
- **August 19, 2026**- Dania Beach Chamber of Commerce Mayoral Address 11:30 AM
- **August 20, 2026** – CPTED for Libraries (Zoom) 12:00 PM
- **August 20, 2026** - City of Dania Beach CORE Meeting 6:00 PM
- **August 26, 2026**- South Florida Crime Prevention Meeting 10:30 AM
- **September 1, 2026** - OMC/Shred-A-Thon Site Walkthrough 11:00 AM
- **September 3, 2026**- Dania Beach Senior's Club 10:00 AM
- **September 8, 2026**- Estates of Fort Lauderdale Women's Club 11:30 AM
- **September 9, 2026**- Dania Beach Chamber of Commerce 11:30 AM
- **September 10, 2026**- C.O.P Meeting 5:00 PM



**BROWARD SHERIFF'S OFFICE
CITY OF DANIA BEACH
CALLS FOR SERVICE – 240 ZONE
8/12/2026 – 9/9/2026**

THERE WERE A TOTAL OF 237 CALLS FOR SERVICE FOR 240 ZONE WITHIN THE LAST FOUR WEEKS.

Calls for Service - 240 Zone	Total
03-HIT & RUN	1
04-ACCIDENT-MINOR	7
08-MISSING PERSON/RUNAWAY	2
12-RECKLESS DRIVER	1
13I-SUSPICIOUS INCIDENT/PACKAGE	16
13P-SUSPICIOUS PERSON	1
14-INFORMATION	4
17-CONTACT	2
18-FELONY WARRANT	1
19-MISDEMEANOR WARRANT	1
20-MENTALLY ILL PERSON	4
22-DISTURBANCE/NUISANCE	7
22N-DISTURBANCE-NOISE COMPLAINT	2
30-LARCENY	11
36-FIGHT	1
38-DOMESTIC DISTURBANCE	1
38V-DOMESTIC DISTURBANCE VERBAL	6
40-VANDALISM/MALICIOUS MISCHIEF	2
41SA-ROBBERY-PERSONAL/BUSINESS	1
43-LEWD-LASCIVIOUS ACTS	1
49A-AUDIBLE/INTRUSION ALARM	16
49S-SILENT ALARM	1
51-TRESPASSING	5
53-EMBEZZLEMENT-FRAUD	2
66-CIVIL MATTER/CUSTODY ISSUE	3
67EX-MEDICAL-HEAT/COLD EXPOSURE	1
67FI-MEDICAL-FALL INJURY	1
68-POLICE SERVICE CALL	104
72-LOST/FOUND PROPERTY	4
73-TRAFFIC/PARKING COMPLAINT	3
74-RECALL	3
76-AOA (ASSIST OTHER AGENCY)	13
79-HARASSMENT/STALKING/THREAT	1
911 HANG UP/DROP OFF	8
Grand Total	237

THERE WERE A TOTAL OF **8** PART 1 CRIMES FOR 240 ZONE WITHIN THE LAST FOUR WEEKS.

Part 1 Crimes - 240 Zone	Total
ROBBERY BY SUDDEN SNATCHING	1
THEFT - ALL OTHER	1
THEFT - BICYCLE	1
THEFT - RETAIL / SHOPLIFTING	5
Grand Total	8

THERE WERE A TOTAL OF **37** NOISE COMPLAINTS FOR ALL ZONES WITHIN THE LAST FOUR WEEKS.

Date & Time	Address	Apt	Zone
8/21/2026 20:21	1101 W DANIA BEACH BLVD	309	0204
8/29/2026 0:21	120 N COMPASS WAY		0240
8/13/2026 2:11	121 N COMPASS WAY		0240
9/5/2026 23:32	121 NE 2ND AV		0201
8/28/2026 13:21	1324 NW 2ND ST		0204
8/23/2026 21:58	150 S BRYAN RD	634	0204
8/23/2026 23:39	150 S BRYAN RD	634	0204
8/30/2026 2:02	150 S BRYAN RD	733	0204
9/3/2026 23:31	150 S BRYAN RD	509	0204
8/26/2026 4:57	2081 GRIFFIN RD		0206
9/4/2026 22:51	212 SW 13TH ST		0203
9/7/2026 21:10	212 SW 13TH ST		0203
8/23/2026 23:43	2421 SW 58TH MNR	2421	0208
8/23/2026 19:31	300 N BEACH RD		0201
9/7/2026 0:34	301 SE 3RD ST		0202
8/21/2026 3:07	3021 SW 47TH ST		0206
8/26/2026 22:19	3021 SW 47TH ST		0206
8/30/2026 1:55	311 SE 3RD ST	209	0202
9/5/2026 15:15	325 SE 3RD TER		0202
8/21/2026 21:59	38 SE 14TH ST		0202
8/26/2026 0:00	4137 STIRLING RD		0207
9/6/2026 4:11	4493 SW 25TH TER		0206
8/31/2026 19:48	4524 SW 54TH ST	605	0207
8/12/2026 17:06	509 SHERIDAN ST	108	0202
8/21/2026 1:37	550 SE 13TH ST	301	0202
9/5/2026 21:10	5514 LAGOON DR		0208
8/18/2026 4:10	600 E DANIA BEACH BLVD	421	0202
8/22/2026 22:55	600 E DANIA BEACH BLVD	539	0202
8/30/2026 1:30	601 E DANIA BEACH BLVD	1134	0201
9/5/2026 23:37	601 E DANIA BEACH BLVD	1031	0201
8/19/2026 16:43	614 NE 2ND ST	107	0201
8/24/2026 22:52	701 PHIPPEN-WAITERS RD	2	0203
9/8/2026 1:21	715 SW 10TH ST	4	0203
8/13/2026 21:34	GULFSTREAM RD / E DANIA BEACH BLVD		0201
9/2/2026 15:15	LINEAR PARK DN		0202
9/7/2026 20:26	NW 14TH CT / W DANIA BEACH BLVD		0204
8/13/2026 22:37	SW 25TH AV / SW 58TH MNR		0208



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

DATE: September 11, 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 August 1, 2026, through August 31, 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 with team in person meeting. August 2026
- 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 City was unable to reach an agreement with Di Pompeo Construction Inc., the original lowest bidder. Therefore, we are now proceeding with S3S Construction Inc., the next available lowest bidder. The first reading for authorization is scheduled for the September 24 Commission meeting. The second reading is scheduled for October 13, together with the bid award and authorization to execute the contract with S3S Construction Inc. Regarding the emergency generator, fabrication has been completed, and Genset is coordinating the diesel tank assembly. The latest estimated delivery to Fire Station No. 1 is during the week of October 5–9. The environmental permit for the generator diesel tank is also progressing. Broward County confirmed receipt of the permit fee, and the application has been approved to proceed with technical review.
- City Commission Budget Workshop
- 2026 Chamber of Commerce Mayoral Address
- CORE Conversation August 20, 2026, S.W. Community Center



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

- Broward County EM- Turkey Point Ingestion: Crisis Communication Workshop

Training during this period –

- Coffee Break / Kitchen Table talk with crews at Fire Station 1 and 17
- Pre-Fire plans by Station 1 and 17
- Hydrant Maintenance Station 1 and 17
- Zoll training, CARES data, Cardiac arrest treatment/protocols.
- Active Shooter Training

Other Community Participation -

- Senior Birthday Drive-by August 24, 2026, Estates of Ft. Lauderdale



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

Community Outreach & Life Safety Educator August 2026 Activities

Date	Event	Attendance	Age	
08/07/26	Dania Elementary: Parent Meet and Greet	85	Varied	LSE DW
08/07/26	Collins Elementary Principals Meeting	2	Adults 18+	LSE DW
08/08/26	Safety Saturdays: Hands Only CPR-CW Thomas	8	Adults 18+	LSE DW
08/11/26	Collins Elementary: Welcome Back to School Initiative	55	Varied	LSE DW
08/15/26	Safety Saturdays: Opiod Awareness	4	Adults 18+	LSE DW, FF/PM Moreno
08/27/26	Station 1 Tour	4	K-5 Grade	Engine 1
	Total:	158		

	Continued Education & Community Collaboration
8/4/2026	FIABC Quarterly Meeting
8/12/2026	Safe Kids Broward and Pub Ed Meeting
8/13/2026	Safe Charging Is a Superpower: Plug into the Why Behind the 2026 FPW™ Theme!
8/18/2026	Broward County Fire Prevention Subcommittee Meeting
8/26/26-8/28/26	Car Seat Technician Certification
8/4/2026	FIABC Quarterly Meeting



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

**Fire Marshal
August 2026 Activities**

	Dania Beach
Plans Reviewed	51
Annuals	139
BTRs	19
No Access	33
Vacant	27
Complaint	9
1st Reinspection	23
2nd Reinspection	10
3rd (or more) Reinspection	8
Permit Inspections	33
Total Inspections	262
FY Annuals % Complete	97.6%

Structure Fires June/July 2026

Disposition	Incident Number	Date & Time	Address
STRUCTURE FIRE	FDN26080300004988	8/3/2026 16:44	4137 STIRLING Road #506
STRUCTURE FIRE	FDN26081500005271	8/15/2026 15:09	4401 SW 54TH Street #6



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

Public Outreach Mobile Integrated Health

Executive Summary

During this reporting period, targeted community health and crisis intervention efforts in Dania Beach significantly advanced public safety, substance abuse monitoring, and vulnerable population support. Key accomplishments specific to the Dania Beach area include:

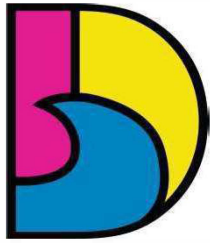
- **Data Analysis & Reporting:** Reviewed and analyzed 184 Department of Health (DOH) related reports to track local health trends. Additionally, processed and reported 21 substance abuse related calls directly to the DOH to ensure accurate tracking and resource deployment.
 - **Community Education:** Co-facilitated and assisted in teaching a Narcan Awareness training session within Dania Beach to equip residents and stakeholders with life-saving overdose reversal skills.
 - **Crisis Intervention & Family Support:** Provided critical, multi-layered assistance to a domestic violence victim and her two children who were living in their vehicle. Orchestrated connections to long-term stabilization resources and personally funded a local hotel stay the night before the school year began to ensure the children could safely prepare for their first day of class.
-

Dania Beach Incidents August 2026

From: 08/01/2026 00:00:00 To: 08/31/2026 23:59:59

INCIDENT TYPE	Total
ABDOMINAL PAIN	14
ACCIDENT HIGHWAY	27
ACCIDENT OPEN WATER	1
ACCIDENT ROLLOVER OR EXTRICATION	3
ACCIDENT WITH FIRE	2
ACCIDENT WITH INJURIES	28
ALLERGIC REACTION	12
ASSAULT	6
BACK PAIN	8
CARDIAC/RESPIRATORY ARREST	11
CHEST PAINS NON-TRAUMATIC	29
CHOKING	1
DIABETIC	8
DOMESTIC DISTURBANCE	12
ELECTRICAL UTILITY FIRE	9
ELEVATOR RESCUE	11
EXPLOSION	2
EXPOSURE HEAT OR COLD	4
FALL INJURY	63
FALL NO INJURY	6
FIGHT	2
FIRE ALARM	2
FIRE ALARM - COMMERCIAL STRUCTURE	40
FIRE ALARM - HIGH LIFE HAZARD	10
FIRE ALARM - HIGH RISE	4
FIRE ALARM - MULTI-FAMILY	5
FIRE ALARM - RESIDENTIAL	6
FIRE INVESTIGATION	2
FIRE OR MEDICAL SERVICE CALL	66
GAS LEAK/GAS ODOR	1
HEADACHE	1
HEART PROBLEMS	8
HEMORRHAGE OR LACERATION	20
HIGH RISE FIRE	1
HIT & RUN ON HIGHWAY	1
HIT AND RUN WITH INJURIES	1
INJURY	15
LIGHTNING STRIKE (INVESTIGATION)	1
MEDICAL ALARM	5
MENTAL ILLNESS	2
MULTIFAMILY STRUCTURE FIRE (GREATER THAN 5 UNITS)	3
OBSTETRICAL/PREGNANCY/CHILDBIRTH/MISARRIAGE	1
ODOR (STRANGE/UNKNOWN)	3

OPEN WATER DROWNING	1
OUTSIDE FIRE	3
OVERDOSE OR POISONING	14
RESIDENTIAL FIRE	1
ROBBERY-PERSONAL/BUSINESS	3
SEIZURE	12
SHOOTING	3
SICK PERSON	67
STROKE	6
SUICIDE ATTEMPT	3
TROUBLE BREATHING	87
UNCONSCIOUS OR FAINTING	55
UNKNOWN MEDICAL	20
VEHICLE FIRE	4
Total	736



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

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

FROM: Megan Jelaso ,Revenue Accountant

DATE: September 10, 2026

SUBJECT: Finance Monthly Report – August 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

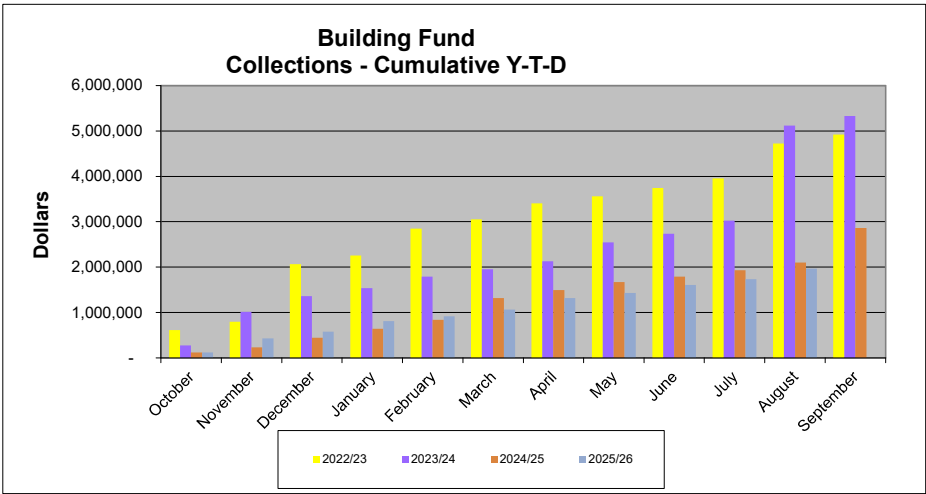
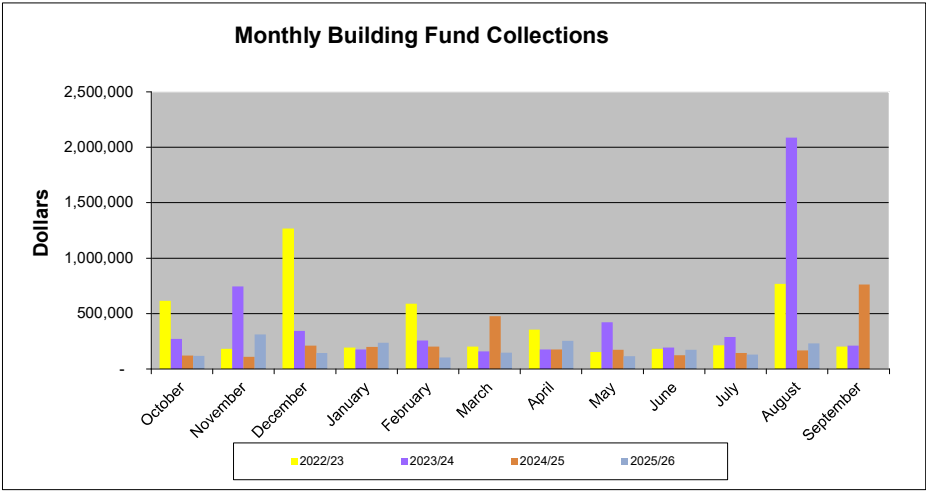
Contingency and Fund Balance Estimate

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	115,678
June	181,738	191,611	123,451	173,242
July	212,528	288,360	142,639	128,205
August	767,780	2,087,847	167,242	231,095
September	202,415	209,254	761,728	
Total	4,924,453	5,324,681	2,862,930	1,965,491

	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	1,432,950
June	3,741,730	2,739,219	1,791,321	1,606,191
July	3,954,258	3,027,579	1,933,960	1,734,396
August	4,722,038	5,115,426	2,101,202	1,965,491
September	4,924,453	5,324,681	2,862,930	
Annual Goal	4,868,000	5,191,000	6,384,224	2,000,000

Building Fund - thru August 2026



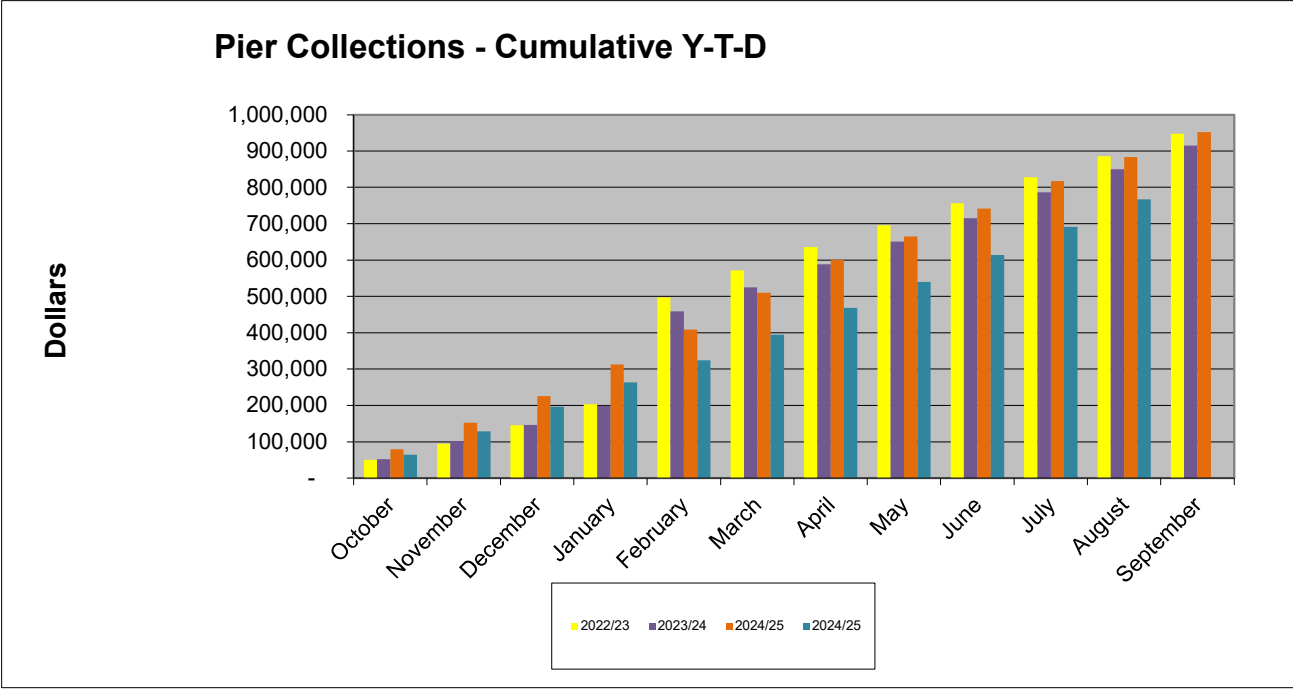
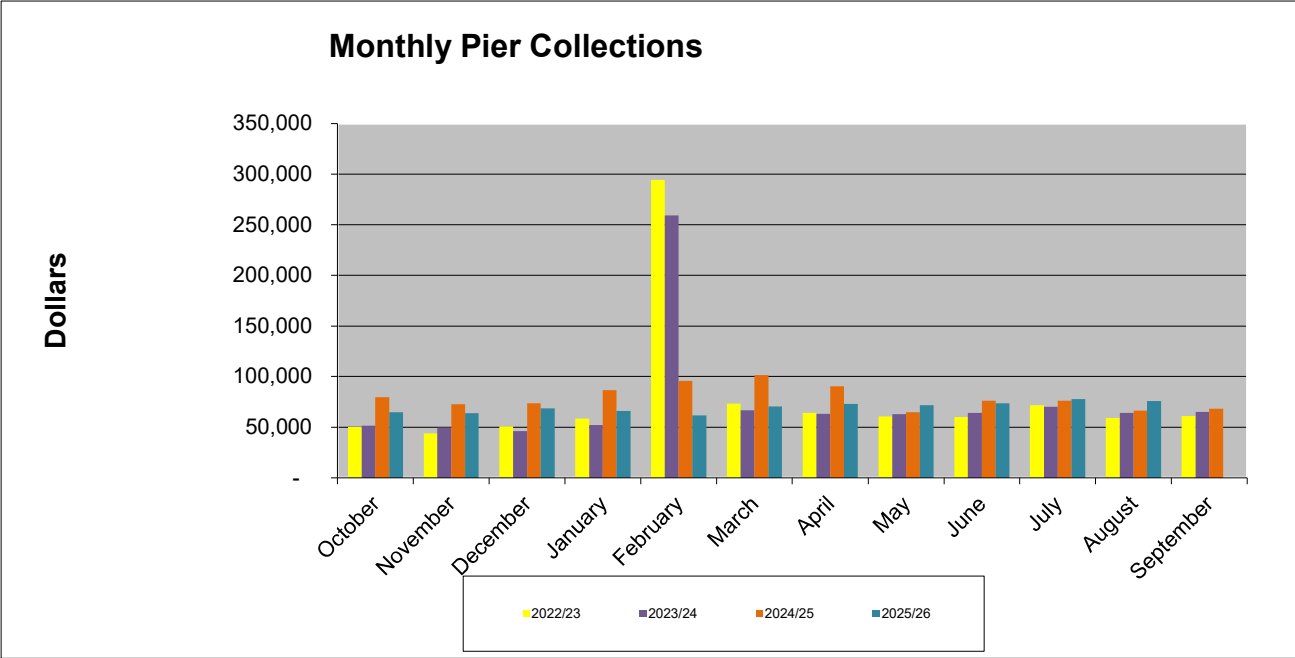
Pier Revenues

	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	71,571
June	60,003	64,114	76,113	73,608
July	71,604	70,205	76,082	77,762
August	58,871	64,092	66,383	75,803
September	60,849	65,294	68,310	
Total	947,320	915,279	951,986	767,303

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	540,130
June	755,996	715,688	741,212	613,739
July	827,600	785,894	817,293	691,500
August	886,471	849,985	883,676	767,303
September	947,320	915,279	951,986	
Annual Budget Goal	844,816	937,301	942,488	925,209

Pier Revenues - thru August 2026

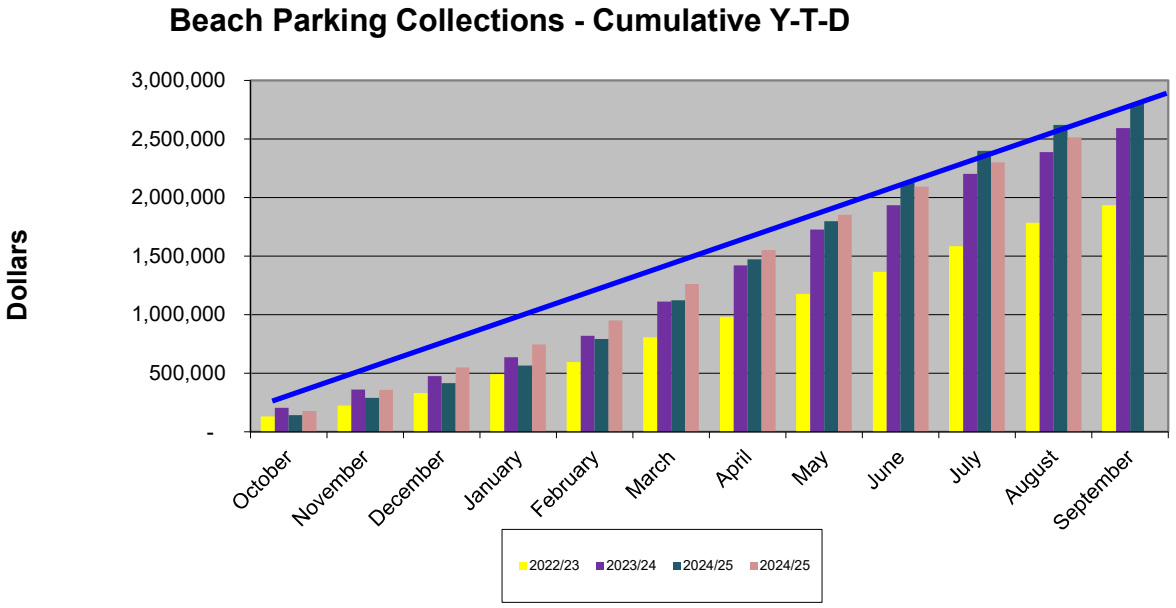
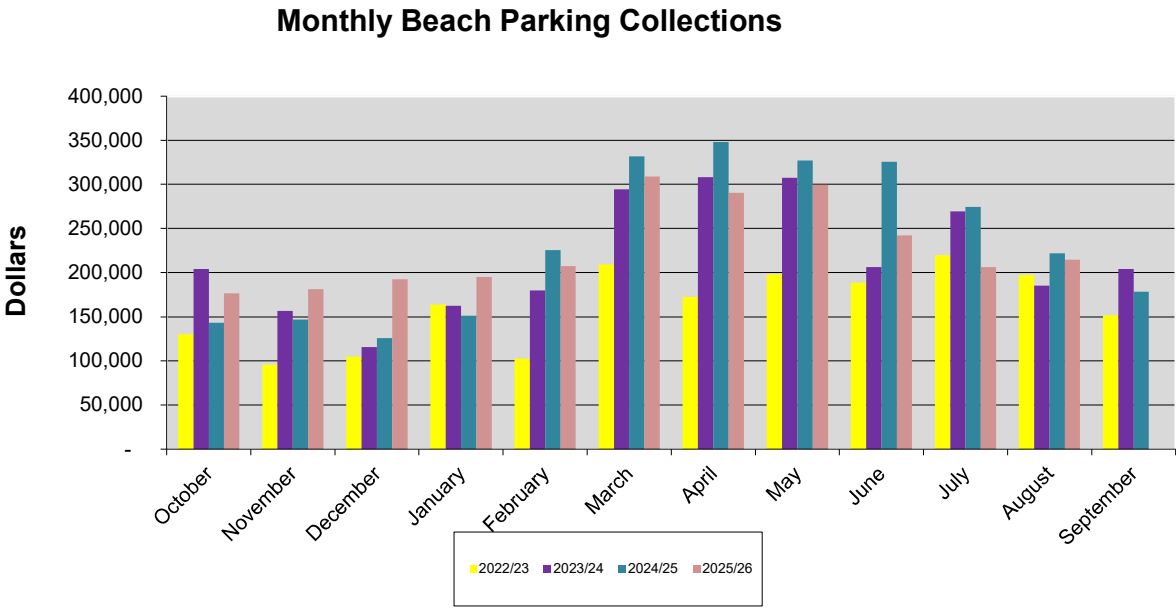


Parking Fee Collections

	<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	299,325
June	188,603	206,128	325,726	242,144
July	219,627	269,299	274,561	206,231
August	197,119	185,189	221,655	214,743
September	151,776	204,001	178,180	
Total	<u>1,934,380</u>	<u>2,592,620</u>	<u>2,799,412</u>	<u>2,514,318</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	1,851,200
June	1,365,857	1,934,131	2,125,016	2,093,344
July	1,585,485	2,203,430	2,399,578	2,299,575
August	1,782,604	2,388,619	2,621,233	2,514,318
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 August 2026

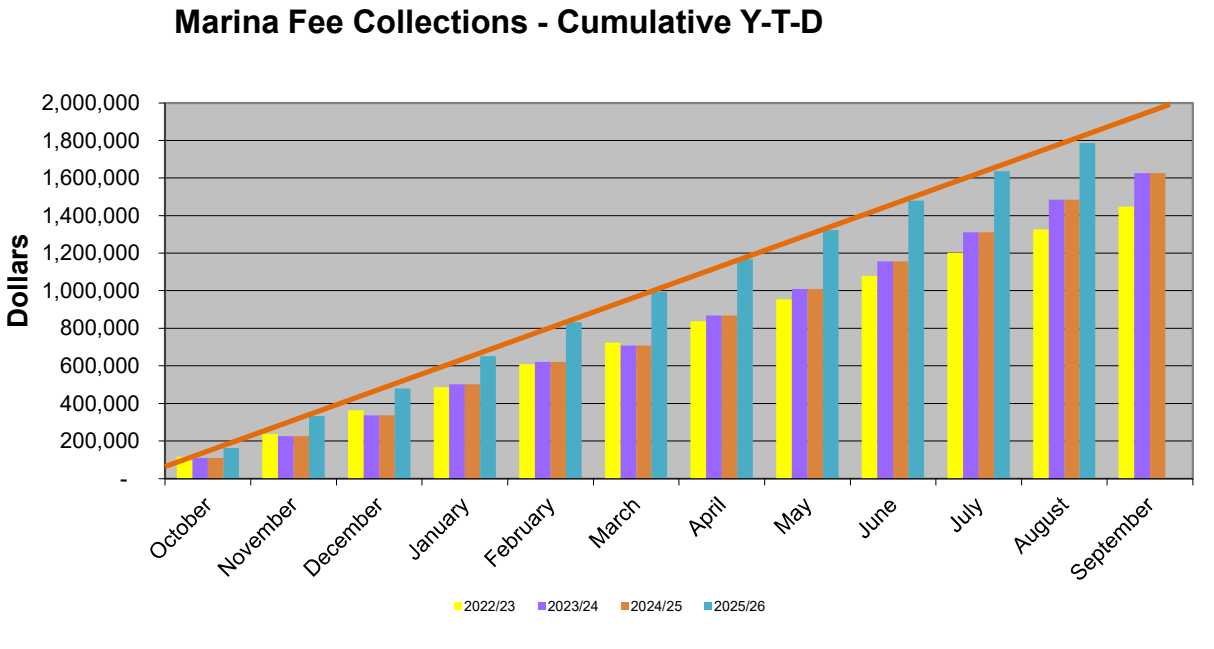
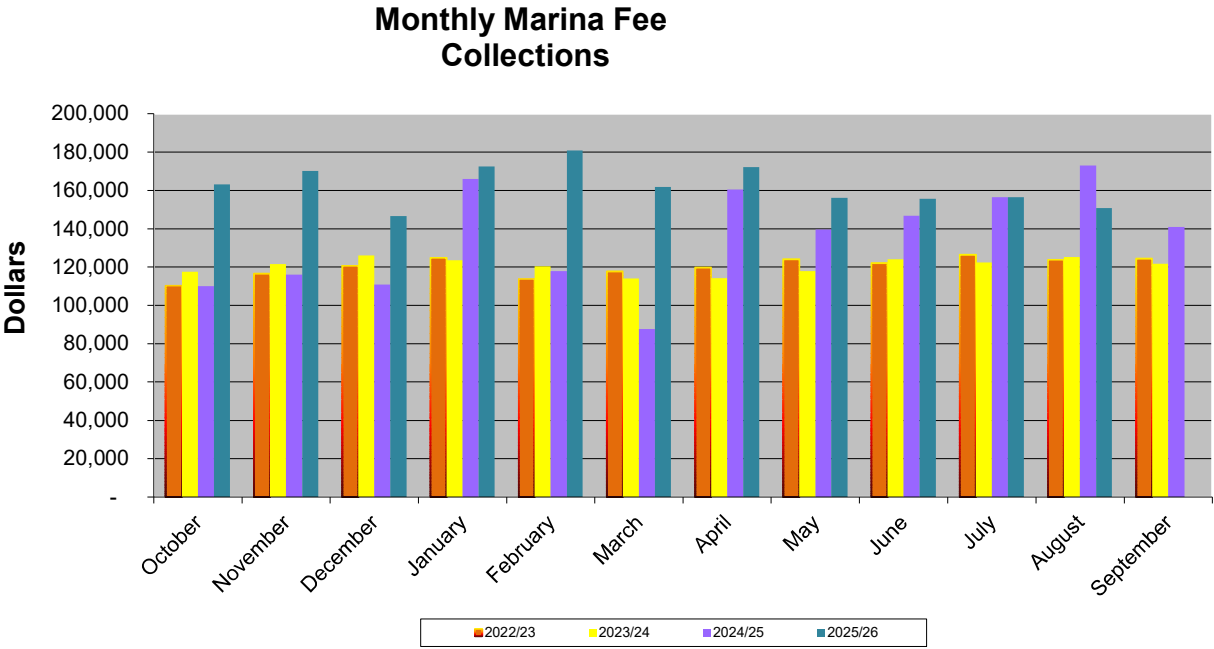


Marina Fee Collections

	<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	156,109
June	122,027	124,132	146,813	155,608
July	126,485	122,421	156,561	156,563
August	123,889	125,237	173,057	150,807
September	124,369	121,769	140,959	
Total	1,444,481	1,448,584	1,626,236	1,786,561

	<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	1,167,473
May	955,026	1,008,847	1,008,847	1,323,583
June	1,079,158	1,155,660	1,155,660	1,479,191
July	1,201,579	1,312,221	1,312,221	1,635,754
August	1,326,815	1,485,278	1,485,278	1,786,561
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 August 2026



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

\$ 1,115,500.00

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

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 Activity

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	\$ -	\$ 40,157.32	\$ 10,878.18	\$ 1,577.67	\$ 7,619.07	60,232.24	
Jun	\$ 12,215.64	\$ 40,938.33	\$ 11,197.95	\$ 1,670.41	\$ 7,458.63	73,480.96	
Jul	\$ 24,168.83	\$ 40,078.54	\$ 11,259.39	\$ 1,848.68	\$ 7,958.74	85,314.18	
Aug	\$ 34,572.74	\$ 38,956.07	\$ 10,990.62	\$ -	\$ 7,710.07	92,229.50	
Sep						-	

Total Mo. Franchise \$ 135,628.70 \$ 357,529.18 \$ 118,300.42 \$ 16,785.48 \$ 87,344.11 \$ - \$ 715,587.89 *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

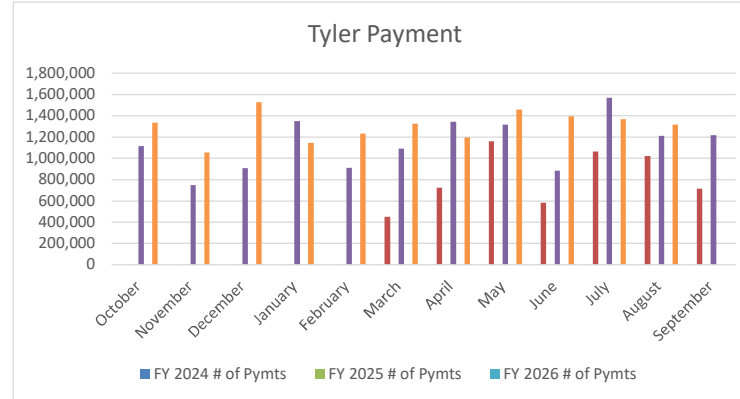
Oct	\$ 897.80	\$ -	\$ 3,303.14	\$ 498.80	\$ 2,552.35	\$ 7,252.09	*Waste Connections,Coastal, and Panzarella paid their Fees(\$268.75 each)
Nov	\$ 1,822.38	\$ 25,436.57	\$ 3,548.25	\$ 673.64	\$ 2,296.38	\$ 33,777.22	*Waste Management paid their Fees (\$268.75)
Dec	\$ 3,392.06	\$ -	\$ 2,877.26	\$ 488.97	\$ 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	\$ -	\$ 13,385.77	\$ 3,626.06	\$ 525.89	\$ 2,539.69	\$ 20,077.41	
Jun	\$ 4,071.89	\$ 13,646.11	\$ 3,732.65	\$ 556.80	\$ 2,486.21	\$ 24,493.66	
Jul	\$ 8,056.29	\$ 13,359.51	\$ 3,753.13	\$ 616.23	\$ 2,652.92	\$ 28,438.08	
Aug	\$ 11,524.25	\$ 12,985.36	\$ 3,663.54	\$ -	\$ 2,570.02	\$ 30,743.17	
Sep						\$ -	

Total Mo. Franchise \$ 45,209.61 \$ 119,176.41 \$ 39,433.48 \$ 5,595.17 \$ 29,114.72 \$ - \$ 238,529.39 *Plus \$1,631.25

Total Receipts \$ 181,913.31 \$ 477,780.59 \$ 158,808.90 \$ 23,455.65 \$ 117,533.83 \$ 1,150.00 \$ 960,642.28

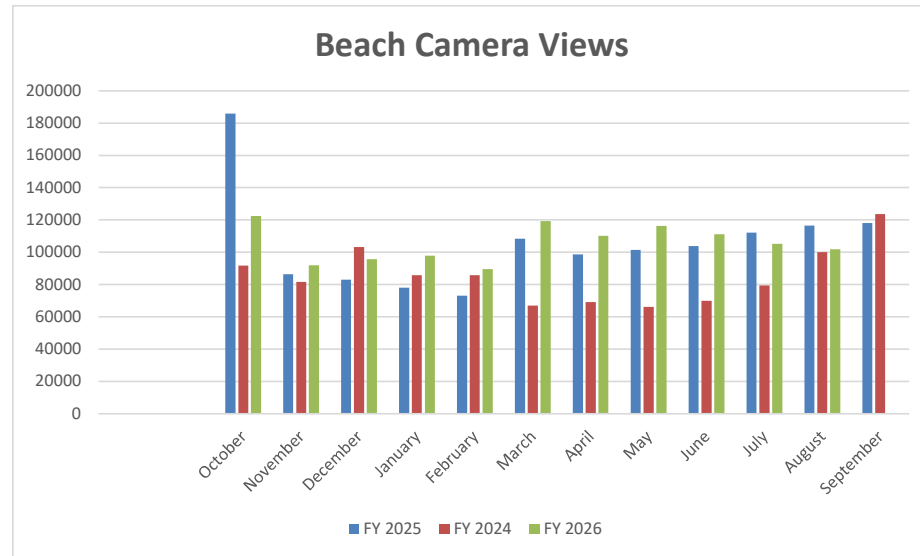
August 31, 2026 Capital Project Report									
Summary:									
Fund	Sum of Amended Budget	Sum of FY25 Expenses	Sum of FY26 Encumbrances	Sum of FY26 Expenses	Sum of Remaining Budget				
103	4,702,879.00	(479,488.70)	(638,433.66)	(789,281.21)	3,275,164.13				
301	9,737,885.00	(2,970,207.92)	(1,782,901.87)	(1,115,196.87)	6,839,786.26				
302	10,924,063.00	(12,909,324.85)	(3,492,795.42)	(7,044,088.75)	387,178.83				
303	28,301,151.00	(8,714.16)	(11,586,696.48)	(12,923,908.74)	3,790,545.78				
401	3,113,683.00	(208,993.54)	(2,026,677.57)	(69,766.39)	1,017,239.04				
402	22,292,585.00	(1,016,882.05)	(14,689,832.76)	(6,182,893.52)	1,419,858.72				
403	6,891,793.00	(447,813.83)	(769,621.03)	(1,040,143.99)	5,082,028.02				
415	5,533,347.00	(2,594,074.94)	(466,667.07)	(256,326.20)	4,810,353.73				
Grand Total	91,497,386.00	(20,635,499.99)	(35,453,625.86)	(29,421,605.67)	26,622,154.51				
Details:									
Fund	Project Name	Revenue Source	Project Phase/Status	Grant Expiration	Sum of Amended Budget	Sum of FY25 Expenses	Sum of FY26 Encumbrances	Sum of FY26 Expenses	Sum of Remaining Budget
103	HMGP - City Hall Wind Retrofit and Generator Project	HMGP	Design	6/30/2024	2,062,046.00	(187,636.54)	(317,248.59)	(310,884.48)	1,433,912.93
	HMGP - Fire Rescue Station # 1	HMGP, City Match	Construction	7/31/2024	862,438.00	(845.00)	(179,827.56)	(25,538.65)	657,071.79
	HMGP Hardening Grant Police	HMGP	Design	5/31/2024	251,401.00	(3,100.00)	(35,486.75)	(167,474.84)	48,439.41
	Streetscape Beatification NW 1st	CDBG	Design	12/31/2026	419,976.00	(247,214.29)	(1,356.93)	(179,717.24)	238,901.83
	Chester Byrd FRDAP Grant	FDEP	Design	6/30/2027	1,050,000.00		(54,996.70)	(98,166.00)	896,837.30
	FIND - Boat Ramp	FEMA	Construction	9/30/2024	57,018.00	(40,692.87)	(49,517.13)	(7,500.00)	0.87
301	City Hall Modernization	Capital	Design	(blank)	177,825.00	(2,337.60)	(123,583.75)	(54,240.90)	0.35
	Corridor Master Plan	Capital	Design	(blank)	1,779,904.00	(109,097.28)	(39,995.73)	(335,708.24)	1,404,200.03
	Oasis XV - Capital Fund	Capital	NA	(blank)	270,000.00		(33,515.15)	-	236,484.85
	Olsen Middle School	Capital	Design	(blank)	1,780,485.00	(469,515.00)	(403,360.00)	(68,765.00)	1,308,360.00
	Roadway and Median Electrical	Capital	Construction	(blank)	733,931.00	(269,172.26)	(113,499.99)	(84,549.75)	535,881.26
	Building	Bank Loan, Capital	Construction	(blank)	429,904.00	(1,096,857.74)	-	(420,017.10)	9,886.90
	CSLIP Cycle 9	Bank Loan, Capital	Construction	(blank)	314,810.00	(5,065.00)	-	-	314,810.00
	400 Federal Highway Restoration	Capital	Construction	(blank)	1,548,459.00	(3,901.60)	-	-	1,548,459.00
	Women's Club	Capital	Construction	(blank)	1,602,379.00	(996,751.44)	(936,586.25)	(102,178.88)	563,613.87
	Sally Port Project	(blank)	(blank)	(blank)	199,608.00	(17,510.00)	(132,361.00)	(49,737.00)	17,510.00
	EOC Building Project	(blank)	(blank)	(blank)	400,580.00				400,580.00
	AIA Landscape Improvement	(blank)	(blank)	(blank)	500,000.00	-			500,000.00
	CW Thomas Park Phase 1	Bank Loan, Capital	Construction	(blank)	9,046,820.00	(12,672,447.35)	(2,068,801.92)	(6,913,679.75)	64,338.33
	PJ Melli Improv	Capital	(blank)	(blank)	1,877,243.00	(236,877.50)	(1,423,993.50)	(130,409.00)	322,840.50
	Stormwater Phase II	Bond, Capital	Construction	(blank)	8,005,508.00	22,816.66	(1,573,202.31)	(3,606,021.30)	2,826,284.39
	Stormwater Phase II Bond	Bond, Capital	Construction	(blank)	20,295,643.00	(31,530.82)	(10,013,494.17)	(9,317,887.44)	964,261.39
	AMI Water Meter System	Water	Design	(blank)	136,551.00		(15,329.32)	(49,909.39)	71,312.29
401	NW 1st Ave Water Main Stirling	Water	Design	(blank)	383,183.00				383,183.00
	Water Utility Distribution	Water	Maintenance	(blank)	519,042.00	(127,396.54)	(17,541.25)		501,500.75
	Water Plant	Water	Maintenance	(blank)	2,074,907.00	(81,597.00)	(1,993,807.00)	(19,857.00)	61,243.00
	HMGP Lift Stations	HMGP	Construction	9/30/2026	8,062,530.00	-	(5,179,567.07)	(2,882,961.57)	1.36
402	Lift Rehabs 5,7,10	Sewer	Construction	(blank)	-	(1,016,882.05)			-
	Lift Station Mitigation Phs III	FDEP	Construction	9/30/2026	7,524,936.00		(5,807,849.72)	(297,228.95)	1,419,857.33
	Lift Station ARPA	FDEP	Construction	(blank)	3,432,399.00	(637,491.03)	(686,433.47)	(2,745,965.50)	0.03
	Lift Station II	FDEP	Construction	(blank)	3,272,720.00	637,491.03	(3,015,982.50)	(256,737.50)	-
403	Neighborhood Drainage Improv.	Transportation Surtax, Stormwater	Construction	(blank)	143,315.00	(119,743.27)	(293.55)	(81,993.25)	61,028.24
	Stormwater Mgmt.				5,390,834.00	(328,070.56)	(296,712.08)	(120,633.77)	4,973,488.15
	SW 29th Terrace Project	Stormwater	Construction	(blank)	64,015.00	28,556.25	(60,475.25)	(3,539.50)	0.25
	SW 34th Terr Drainage Project	Stormwater	Construction	(blank)	1,293,629.00	(28,556.25)	(412,140.15)	(833,977.47)	47,511.38
415	Pier Refurbishing	Pier, GF Loan	Construction	(blank)	2,660,010.00	(2,141,776.84)	(104,160.00)	(110,850.00)	2,445,000.00
	Parking Facility	Pier, GF Loan	Construction	(blank)	2,164,000.00	(448,118.10)	(9,104.07)	(103,137.45)	2,051,758.48
	City Center Garage	Pier, GF Loan	Construction	(blank)	424,628.00	(4,180.00)	(111,033.50)	-	313,594.50
	Restroom and Storage Facility	Pier, GF Loan	Construction	(blank)	284,709.00	-	(242,369.50)	(42,338.75)	0.75
Grand Total	91,497,386.00				91,497,386.00	(20,635,499.99)	(35,453,625.86)	(29,421,605.67)	26,622,154.51

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	31	\$1,457,717
June	30	\$584,435	30	\$883,247	30	\$1,393,061
July	31	\$1,062,320	31	\$1,569,315	31	\$1,368,926
August	31	\$1,020,856	31	\$1,209,483	31	\$1,315,679
September	30	\$715,255	30	\$1,218,265		



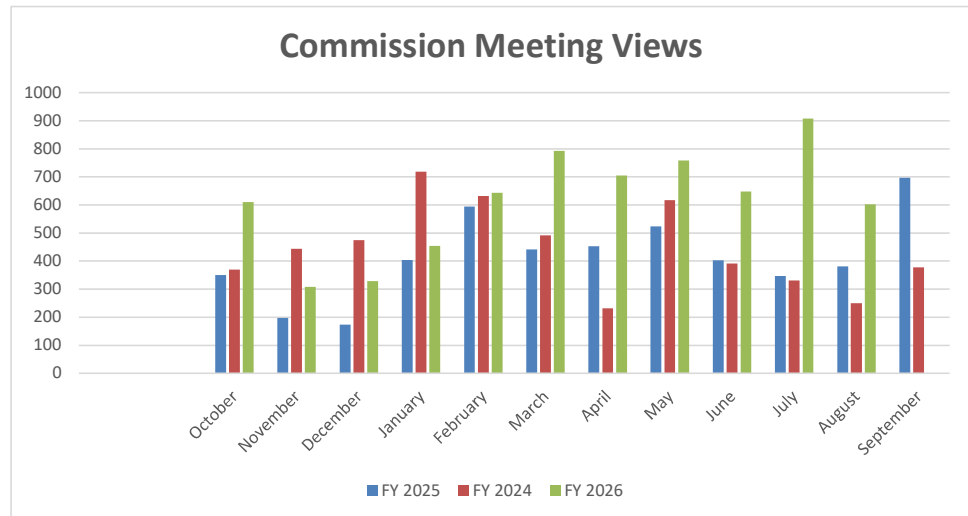
Report is Financial activity summary
Pull information from "Net Financial Activity"

	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	116,300
June	103,900	70,024	111,100
July	112,100	79,388	105,200
August	116,600	100,130	101,800
September	118,000	123,562	



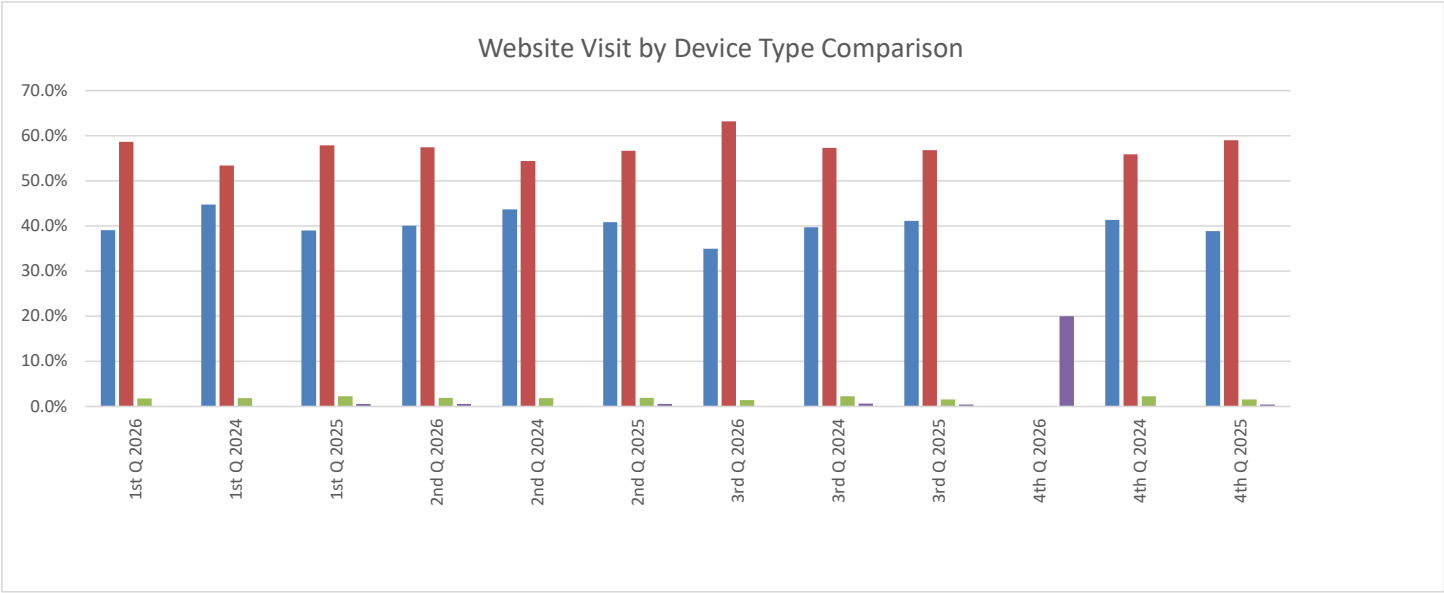
YouTube Channel
FY 2025 **FY 2024** **FY 2026**

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	759
June	403	391	648
July	347	331	908
August	382	250	603
September	697	378	

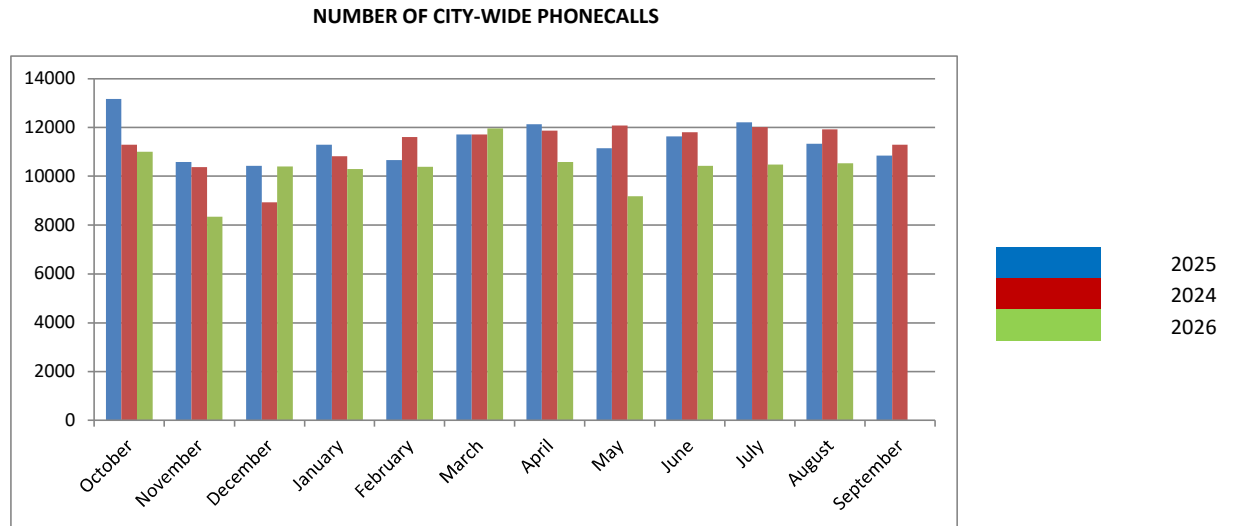


Website Visit by Device Type Comparison

	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%	34.9%	39.7%	41.2%		41.4%	38.9%
Smartphone	58.7%	53.4%	57.9%	57.4%	54.4%	56.6%	63.2%	57.3%	56.8%		55.9%	59.0%
Tablet	1.8%	1.8%	2.3%	1.9%	1.9%	2.0%	1.4%	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	9,178
June	11,638	11,809	10,421
July	12,211	12,019	10,479
August	11,330	11,919	10,531
September	10,853	11,293	



Business Tax Receipt Activity - August 2026

Out of Business/Inactive	# of BTRs	Dollar Amount
Sunrise Treats Co	1	\$ 320.00
Boats Rental Miami LLC	1	\$ 131.25
Bogantec Corp	1	\$ 871.25
Bradford Williams	1	\$ 196.50
Broward Casting Foundry	1	\$ 710.50
Dental Lab Miami LLC	1	\$ 498.49
Endurance Assurance Corporation	1	\$ 183.75
FLPZ3 LLC	1	\$ 1,150.00
Spinballs LLC	1	\$ 577.50
IH3 Property Florida LP	1	\$ 31.50
Kelly Young Design Associates	1	\$ 451.25
Luis Pilatti & Moncia Prandi	1	\$ 31.50
McCombs Fam Tr, McCombs, Janet Trustee	2	\$ 63.00
Kosi Group LLC	1	\$ 446.25
Perspective Marine	1	\$ 425.00
Rajiv Motwani	1	\$ 295.30
Sparkls, LLC	1	\$ 52.50
The Corradino Group Inc	1	\$ 479.37
Sway 2014-1 Borrower LLC	1	\$ 31.50
Wendy Karen Di Marco	1	\$ 31.50
Xanadu Beauty Academy	1	\$ 480.50
Total Out of Business/Inactive	22	\$ 7,458.41

New Approved Applications	# of BTRs	Dollar Amount
2180 SW 54 ST LLC	1	\$ 207.00
4933 Windward Way 4305 LLC	1	\$ 31.50
4951 Windward Way 4203 LLC	1	\$ 31.50
4953 Windward Way LLC	1	\$ 31.50
Aza Yalanska	1	\$ 31.50
Cigar Grail	1	\$ 940.00
Dancing Little Stars Miami	1	\$ 131.25
EGLSHIP LLC	1	\$ 477.50
Dania Beach Apts LLC	1	\$ 2,303.25
FF Dania Beach LLC	1	\$ 493.75
Fat Smith Holdings LLC	1	\$ 207.00
Hill York Service Company LLC	1	\$ 1,006.25
Hollywood Woodwork Inc	1	\$ 690.63
Hossein Jafarmadar	1	\$ 236.25
Hypoedania LLC	1	\$ 236.25
Kosi Group LLC	1	\$ 552.50
Lufthansa Technik Component Services LLC	1	\$ 4,041.88
Olindo Zecca	1	\$ 196.50
One Nation Renovation LLC	1	\$ 630.00
Premiere Custom Lighting	1	\$ 1,023.75
R H P T Investment LLC	1	\$ 31.50
Solomon-Zion Holdings LLC	1	\$ 425.00

Star Car Wraps	1	\$	425.00
Palm Beach Adventures	1	\$	131.25
American Star Contruction Inc	1	\$	572.50
Wajer USA Care LLC	1	\$	1,023.75
Total New Applications	26	\$	16,108.76

BTR Status	# of BTRs	Total Dollar Amount	
Open Renewals- Current Year	151	\$	41,212.50
Paid Renewals	3,116	\$	1,135,605.70
Total BTRs as of 08/31/2026	3,267		1,176,818.20 **

**includes license fee, fire inpection & solid waste registration

Miscellaneous Billing Invoice Aging Report

Aging Date 08/31/2026

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	.00	.00	10350.00	19574.00	29924.00
Bulk Trash Pk Up		\$0.00	\$0.00	\$0.00	\$10,350.00	\$19,574.00	\$29,924.00
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
# 6155 - Florida Dept of Emergency	2026-00000002	3,801,706.68	.00	.00	.00	.00	3,801,706.68
# 6168 - Florida Dept. of Emergency	2026-00000001	.00	.00	.00	.00	600.00	600.00
# 4051 - State of Florida	2025-00000006	.00	.00	.00	.00	500,000.00	500,000.00
Grant Federal Totals		\$3,801,706.68	\$0.00	\$0.00	\$0.00	\$652,046.72	\$4,453,753.40
Invoice Type GR State - Grant Reimb. State of Florida							
# 962 - Florida Dept	2026-00000001	.00	.00	.00	.00	18,013.20	18,013.20
# 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	\$0.00	\$0.00	\$725,513.20	\$725,513.20
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	50,520.12	27,685.35	5,000.00	.00	409,639.10	492,844.57
Miscellaneous Totals		\$50,520.12	\$27,685.35	\$5,000.00	\$0.00	\$429,881.10	\$513,086.57
Grand Totals							
		\$3,852,226.80	\$27,685.35	\$5,000.00	\$10,350.00	\$2,121,490.38	\$6,016,752.53

Water Fund	Monthly Utility Account Activity	MISC
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	Building/ New Construction Activity				Delinquent Account Activity			New Accts		Service Fee for Shut Off	
	Water Impact Fee		Water Tap Fee		Delinquent		5	# per Month	Prior Yr.	Service Fee	
	2025	2026	2025	2026	2025	2026	# of Accts			2025	2026
Oct	44,966.16	12,456.00	3,125.00	-	3,010.00	2,785.00	557.00	43	45	2,940.00	9,780.00
Nov		-	1,557.00	-	2,890.00	3,155.00	631.00	44	35	2,490.00	2,730.00
Dec	19,168.00	7,785.00	1,550.00	-	2,103.20	1,915.00	383.00	42	59	1,080.00	1,530.00
Jan		1,557.00		1,450.00	3,846.56	3,390.00	678.00	54	40	120.00	n/a
Feb	26,469.00	1,557.00	1,450.00	1,450.00	3,540.00	1,625.00	325.00	56	55	4,350.00	8,700.00
Mar	3,114.00	1,557.00	2,900.00	2,900.00	2,899.76	3,780.00	756.00	69	40	4,410.00	4,430.00
Apr	3,114.00	14,793.00	4,550.00	7,550.00	2,685.00	2,605.00	521.00	60	57	2,010.00	3,300.00
May	1,557.00	-	1,450.00	-	2,560.00	1,545.00	309.00	61	67	990.00	4,260.00
Jun	-	3,893.00	9,435.00	3,000.00	2,990.00	3,305.00	661.00	55	54	2,310.00	4,760.00
Jul	-	3,893.00	-	1,550.00	2,945.00	2,140.89	428.18	57	57	990.00	3,450.00
Aug	-	-	-	-	2,930.00	2,505.00	501.00	65	48	3,480.00	4,700.00
Sept	-				3,330.00		-		39	240.00	
Total	\$ 98,388	\$ 47,491	\$ 26,017	\$ 17,900	\$ 35,730	\$ 28,751	\$ 5,750	606	596	\$ 25,410	\$ 47,640

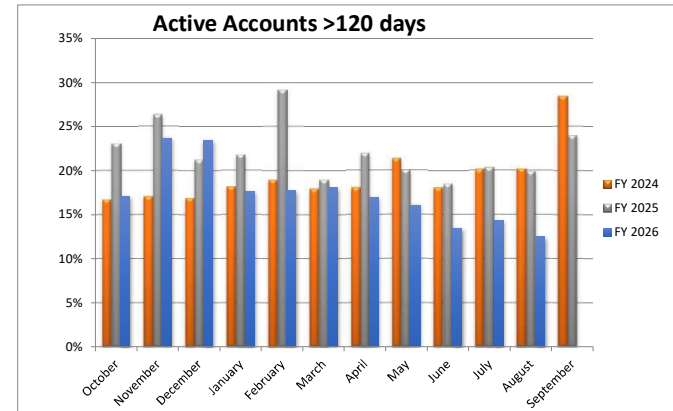
10% # of City's 4850 account became delinquent for this period

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

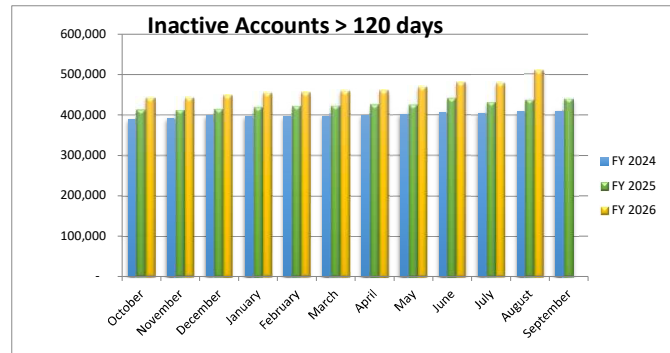
	FY 2024			FY 2025			FY 2026		
	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ
October	207,794	\$ 1,241,355	17%	286,955	\$ 1,243,012	23%	232,955	\$ 1,362,344	17%
November	216,614	1,267,676	17%	307,108	1,164,508	26%	238,052	1,003,628	24%
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%	215,363	1,340,510	16%
June	247,808	1,372,056	18%	249,600	1,347,560	19%	190,304	1,412,777	13%
July	261,459	1,298,366	20%	261,524	1,286,366	20%	188,828	1,315,919	14%
August	252,820	1,250,659	20%	262,031	1,315,852	20%	170,679	1,366,969	12%
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%	\$ 222,227	\$ 1,303,944	17%

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%	469,064	469,064	9%			
June	405,003	441,615	8%	481,184	481,184	8%			
July	404,194	432,075	6%	479,586	479,586	10%			
August	407,690	436,935	7%	509,312	509,312	14%			
September	409,329	439,047	7%						
Annual Avg	\$ 399,398	\$ 424,951	6%	\$ 463,371	\$ 463,371	8%			





City of Dania Beach Community Development Memorandum

DATE: 9/24/2026

TO: Mayor and Commissioners

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

VIA: Eleanor Norena, CFM, Deputy City Manager
Corinne Lajoie, MURP, AICP, Director
Shanesa Miranda, Deputy Director

SUBJECT: Public Art Advisory Board Annual Budget for Fiscal Year 2026-27

Request:

To establish Fiscal Year 2026-27 budget for the Public Art Advisory Board, utilizing the Public Art Fund.

Background:

On December 10, 2019, the City adopted an ordinance creating the City's Public Art Program and Public Art Fund. The Public Art Fund is an interest-bearing account created by the City to receive monies to be used solely for the acquisition and conservation of art.

The Public Art Program is funded through the City's Public Art Fund and supports the consultant contract with the Cultural Planning Group, public art project commissions, artist stipends, program materials, the public art inventory platform, and maintenance and conservation of the City's public art collection.

Staff Analysis

In Fiscal Year 2025-26, through July 31, 2026, Public Art Board expended \$73,103.50 to include fees for the Consultant, Sponsorships, Public Art maintenance, The Ocean in a Drop and Dania Stars celebrating America's 250th Anniversary. The City received \$62,538.96 in revenue from development projects under construction this year through July 31, 2026. The total Public Art Fund balance as of July 2026 is \$1,659,235.

On June 24, 2025, the City Commission approved the increase to its required Public Art contribution to one percent (1%) of construction cost for all development over \$1,000,000.00. Additionally, we are continuing with the reduction made last year with no more than ten (10) monthly meetings, canceling the July and August meeting (for summer).

The City Commission shall approve as part of the City's annual budget process the Public Art Advisory Board's anticipated expenditures for the upcoming fiscal year. On September 8, 2026,

the Public Art Advisory Board recommended the following budget plan for the Fiscal Year 2026-27.

Expenditures:

Account Description	Amount	Details
Public Art Consultant	\$39,000	Cultural Planning Group Services
Public Art Projects	\$80,000	
Stipend Fees (as needed)	\$5,000	Artist stipends, as needed
Program Materials (plaques, printed materials, etc.)	\$500	Printed materials for the program
Public Art Inventory Platform	\$2,000	Public art platform
Maintenance	\$30,000	Includes routine maintenance and conservation
Subtotal	\$156,500	
Misc/Contingency (5%)	\$7,825	Budget contingency
TOTAL PROPOSED BUDGET	\$164,325	
<i>Total Expenditures</i>		<u><i>\$164,325.00</i></u>

Budgetary Impact

The requested Public Art Advisory Board budget of \$164,325.00 shall be appropriated from the City's Public Art Fund.

Recommendation

Public Art Advisory Board Recommendation

On September 8, 2026, the Public Art Advisory Board recommended approval of the Fiscal Year 2026-07 Public Art budget as identified above.

Staff Recommendation

The Community Development Department has accepted the budget plan and recommends that the City Commission adopt the Public Art Fund budget for the Fiscal Year 2026-27.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION OF REVENUES AND EXPENDITURES WITHIN THE PUBLIC ART FUND FOR FISCAL YEAR 2026-27; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 10, 2019, the City adopted its Public Art Program; and

WHEREAS, on September 8, 2026, the Public Art Advisory Board (PAAB) recommended a budget plan for fiscal year 2026-27; and

WHEREAS, the City's Community Development Department has accepted the budget plan and recommends that the City Commission adopt a Public Art Fund Budget for fiscal year 2026-27.

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 are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission adopts the Public Art Fund Budget for fiscal year 2026-27, a copy of which is attached as Exhibit "A" and is made a part of and incorporated into this Resolution by this reference.

Section 3. That the City Manager is authorized to make adjustments within this adopted budget during the fiscal year.

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 immediately upon passage.

PASSED AND ADOPTED on _____, 2026.

Motion by _____, second by _____.

SIGNATURE PAGE TO FOLLOW

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”

Public Art Fund FY2026-27 Recommended Budget

REVENUES:

Other Sources: Non-Operating Re-Appropriations Appropriated Fund Balance (389-90-01)	Re-appropriation Fund Balance	164,325
--	-------------------------------	---------

EXPENDITURES:

Professional Services (31-10)	Public Art Consultant	\$ 39,000
	Stipend Fees	5,000
Repairs & Maintenance (46-10)	Maintenance	30,000
Misc. Supplies (52-20)	Plaques, Printed Materials	500
Public Art Inventory (52-31)	Public Art Platform	2,000
Works of Art (67-10)	Public Art Projects	80,000
Contingency (99-10)	Contingency Funds (5%)	7,825
Total Expenditures		\$164,325



City of Dania Beach Community Development Memorandum

DATE: 9/24/2026

TO: Mayor and Commissioners

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

VIA: Eleanor Norena, CFM, Deputy City Manager
Corinne Lajoie, MURP, AICP, Director
Shanesa Miranda, Deputy Director

SUBJECT: A Resolution of the City Commission of the City of Dania Beach, Florida, authorizing a First Amendment to the Agreement between the City of Dania Beach, Florida and IPS Group Inc. to authorize reimbursement for electronic payment service fees.

Request:

The Community Development Department is requesting the adoption of a resolution authorizing the request for approval of a contract amendment with IPS Group Inc.

Background:

The City entered into an Agreement with IPS Group Inc. effective January 13, 2025, under RFP No. 12342-805 for services that include the collection of City-established charges and the acceptance of credit card payments pass through.

On August 25, 2026, the City Commission approved an ordinance authorizing the city to assess electronic payment processing surcharges. The purpose of this surcharge is to ensure the city recovers payment-processing expenses, rather than absorbing these costs. The surcharge is strictly limited to actual or reasonably estimated processing costs and is not intended to generate additional City revenue.

To implement the surcharge, each applicable vendor agreement must be amended. This amendment allows the City to collect the authorized surcharge on eligible transactions and ensures that vendor systems comply with payment-card rules and legal requirements.

Upon approval, staff will finalize vendor configurations, conduct testing, prepare customer-facing disclosures, and coordinate implementation in accordance with Commission-approved guidelines,

Budgetary Impact

The amendment allows the city to recover electronic payment processing costs rather than absorbing them, resulting in meaningful savings for the city.

Recommendation

Staff recommend the City Commission approve the contract amendment with IPS Group Inc. to authorize the implementation of the electronic payment processing surcharge. This amendment is necessary for compliance with the City's ordinance and ensures proper cost recovery while maintaining transparency, customer disclosure, and payment-processor compliance requirements.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A FIRST AMENDMENT TO IPS GROUP INC. AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND IPS GROUP INC., TO AUTHORIZE REIMBURSEMENT FOR ELECTRONIC PAYMENT SERVICE FEES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Parties entered into an agreement dated January 13, 2025, under City of Fort Lauderdale Request for Proposals No. 12342-805, entitled Parking Meter Technology with Maintenance and Support (the “Agreement”); and

WHEREAS, the Agreement incorporates the current contract between the City of Fort Lauderdale and Contractor, which was renewed through January 17, 2027, and authorizes Contractor to provide parking-meter technology, maintenance, support, and related payment services to the City; and

WHEREAS, Section 215.322(5), Florida Statutes, authorizes a unit of local government to impose an electronic payment service charge in an amount sufficient to pay the service-fee charges imposed by the financial institution, vending service company, or payment-card company for eligible transactions; and

Whereas, the City has authorized the recovery of electronic payment processing costs and desires to establish the contractual requirements under which Contractor will configure, collect, account for, and report an electronic payment service fee on eligible transactions as directed by the City; and

WHEREAS, the Parties desire to amend the Agreement to authorize electronic payment service fees;

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 City approves the appropriate officials to execute the First Amendment to the Agreement Between the City of Dania Beach, Florida and IPS Group Inc, which amendment is attached and incorporated by reference as Exhibit A 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 effective immediately.

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

FIRST AMENDMENT TO AGREEMENT WITH IPS GROUP INC.
FOR ELECTRONIC PAYMENT SERVICE FEES

THIS FIRST AMENDMENT (the “First Amendment”) is made and entered into as of _____, 2026 (the “Effective Date”), by and between the CITY OF DANIA BEACH, FLORIDA, a Florida municipal corporation (the “City”), and IPS GROUP, INC., a foreign corporation authorized to transact business in Florida (the “Contractor”). The City and Contractor may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. The Parties entered into an agreement dated January 13, 2025, under City of Fort Lauderdale Request for Proposals No. 12342-805, entitled Parking Meter Technology with Maintenance and Support (the “Agreement”).

B. The Agreement incorporates the current contract between the City of Fort Lauderdale and Contractor, which was renewed through January 17, 2027, and authorizes Contractor to provide parking-meter technology, maintenance, support, and related payment services to the City.

C. Section 215.322(5), Florida Statutes, authorizes a unit of local government to impose an electronic payment service charge in an amount sufficient to pay the service-fee charges imposed by the financial institution, vending service company, or payment-card company for eligible transactions.

D. The City has authorized the recovery of electronic payment processing costs and desires to establish the contractual requirements under which Contractor will configure, collect, account for, and report an electronic payment service fee on eligible transactions as directed by the City.

E. The Parties desire to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained in this First Amendment 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 are incorporated into this First Amendment.
2. Amendment to Compensation and Payment Processing Terms. Solely as applied to the Agreement between the City of Dania Beach and Contractor, Section IV, “Compensation,” of the incorporated City of Fort Lauderdale agreement, together with the applicable credit-card transaction fee provisions and contract lines contained in Exhibit B, is supplemented as follows:

2.1 Customer-Paid Electronic Payment Service Fee. At the City's written direction, Contractor shall configure its payment system to assess and collect from the payor a customer-paid electronic payment service fee (the "Service Fee") on eligible electronic payment transactions. The Service Fee is separate from the underlying City charge and from the credit-card transaction fees, gateway fees, and other compensation payable to Contractor under the Agreement, including the applicable contract lines contained in the pricing schedule incorporated into the Agreement as part of Exhibit "A".

The Service Fee is intended solely to reimburse the City for the service fee charges imposed in connection with the applicable electronic payment transaction. Nothing in this First Amendment increases Contractor's compensation or modifies the existing prices stated in the Agreement or Exhibit B unless the Parties expressly agree to that modification in a separate written amendment.

2.2 Amount and Eligible Transactions. The City shall determine, as authorized by applicable law and City ordinance or resolution, the payment methods, transactions, and amount or methodology to which the Service Fee applies. The Service Fee shall not exceed the amount sufficient to pay the service-fee charges imposed for the applicable transaction by a financial institution, vending service company, payment processor, or payment-card company. Contractor shall not establish, increase, decrease, waive, or otherwise modify the Service Fee without the City's prior written authorization. Contractor shall promptly notify the City if a City-directed Service Fee cannot be implemented or would conflict with applicable law or payment-network requirements.

2.3 Disclosure and Customer Authorization. Before the payor completes an electronic payment, Contractor shall clearly and conspicuously disclose: (a) the amount of the underlying City charge; (b) the amount of the Service Fee; (c) the total amount to be charged; and (d) any City-designated payment method, if available, by which the obligation may be paid without incurring the Service Fee. Contractor shall provide the payor a reasonable opportunity to cancel the transaction before the charge is submitted and shall separately identify the Service Fee on the receipt or transaction confirmation.

2.4 Collection and Remittance. Contractor shall collect and process the Service Fee only as directed by the City. Contractor shall remit or credit the underlying City charge to the City in full, without deduction or offset for the Service Fee or other processing costs, unless the City expressly authorizes a different settlement method in writing. Contractor shall separately identify the Service Fee in its settlement and reconciliation records. No Service Fee collected under this First Amendment constitutes additional compensation to Contractor except to the extent expressly authorized in writing by the City.

2.5 Records, Reconciliation, and Corrections. Contractor shall provide reports sufficient for the City to verify the underlying City charge, the Service Fee assessed, refunds, reversals, chargebacks, and the amount settled. Such reports shall not include full payment-card numbers, security codes, or other cardholder data that the City does not require for reconciliation.

Contractor shall promptly notify the City of any unauthorized, erroneous, or excessive Service Fee and, at the City's direction, refund or correct the affected transaction. Contractor shall cooperate with the City in reconciling all amounts collected under this First Amendment.

2.6 Compliance and System Responsibilities. Contractor shall perform its obligations under this First Amendment in compliance with section 215.322, Florida Statutes, the City's applicable ordinance, resolution, written fee schedule, and administrative direction, applicable payment-network requirements, and the Payment Card Industry Data Security Standards. Contractor shall not assess a Service Fee where prohibited by applicable law or payment-network requirements. To the extent verification, processing, disclosure, security, or reporting functions are performed through Contractor's system or services, Contractor is responsible for performing those functions accurately, securely, and in accordance with the Agreement and this First Amendment.

2.7 Implementation Costs and Additional Compensation. The Service Fee does not increase Contractor's compensation or modify the prices stated in the Agreement or Exhibit B. Contractor is not entitled to any additional implementation fee, markup, convenience charge, or other compensation arising from the Service Fee unless the additional compensation is specifically approved in a written amendment or change order executed in accordance with the Agreement.

3. Order of Precedence. If a conflict exists between this First Amendment and the Agreement or any document incorporated into the Agreement, this First Amendment controls solely with respect to the subject matter addressed herein. In all other respects, the order of precedence established in the Agreement remains unchanged.
4. Ratification. Except as expressly modified by this First Amendment, all terms and conditions of the Agreement remain unchanged, are ratified and confirmed, and continue in full force and effect. Nothing in this First Amendment extends or renews the term of the Agreement.
5. Authority. Each person signing this First Amendment represents and warrants that he or she is duly authorized to execute this First Amendment and bind the Party on whose behalf the person signs.
6. Counterparts and Electronic Signatures. This First Amendment may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Electronic signatures and electronically transmitted copies have the same force and effect as original signatures.
7. Effective Date. This First Amendment becomes effective upon execution by both Parties and satisfaction of any approval requirements imposed by the City Charter, City Code, or applicable law, or on such later date as stated 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

CONTRACTOR:
IPS Group, Inc. (a foreign corp.
registered to conduct business in Florida)

WITNESSES:

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on_____, 2025, by_____, as _____ of
IPS Group, Inc., a foreign corporation authorized to conduct business in Florida, who is personally
known to me or has produced _____as identification.

My Commission Expires: _____

NOTARY PUBLIC

State of _____

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND IPS GROUP, INC. TO PROVIDE PARKING METER SERVICES UNDER THE CURRENT CONTRACT USING THE CITY OF FORT LAUDERDALE REQUEST FOR PROPOALS ("RFP") NO. 12342-805, ENTITLED "PARKING METER TECHNOLOGY WITH MAINTENANCE AND SUPPORT".

This is an Agreement ("Agreement") dated January 13, 2025, between the City of Dania Beach, Florida, a Florida municipal corporation ("City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and IPS Group, Inc., (Contractor), a foreign corporation registered to conduct business in Florida, with an address of 7737 Kenamar Court, San Diego, California 92121.

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

1. The current contract issued under RFP No. 12342-805, between the City of Fort Lauderdale, and the Contractor, a copy of which is attached as Exhibit "A", and made a part of and is incorporated into this Agreement by this reference, shall be considered a part of this Agreement between the City and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in Florida and service rates are lower than those afforded to any entity for such purchases, then Contractor shall provide such lower rates to the City.
2. The current Agreement between the City of Fort Lauderdale and the Contractor expires January 17, 2025. That Agreement was recently extended to January 17, 2027. Should the City of Fort Lauderdale extend the underlying contract with the Contractor, the City shall also be able to use the extended contract for the duration of the extension.
3. Any reference to the City of Fort Lauderdale throughout Exhibit A is replaced with the City of Dania Beach.
4. Notices: Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

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

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

Contractor: IPS Group, Inc.
7737 Kenamar Court
San Diego, California 92121

5. Any insurance policy required pursuant to Exhibit A, Section F, would name the City of Dania Beach as additional insured. A copy of the insurance certificate shall be provided to the City of Dania Beach upon execution of this piggyback agreement.
6. That in all other respects, the terms of Exhibit "A" apply to this Agreement.

REMAINDER OF THE PAGE LEFT BLANK INTENTIONALLY

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.

Elora Riera,
MMC

Digitally signed by Elora
Riera, MMC
Date: 2025.01.13
13:33:24 -05'00'

ELORA RIERA, MMC
CITY CLERK

APPROVED AS TO LEGAL FORM
AND CORRECTNESS

Eve A. Boutsis

Digitally signed by Eve A.
Boutsis
Date: 2025.01.10 10:08:28
-05'00'

EVE A. BOUTSIS, CITY ATTORNEY

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

Ana M. Garcia

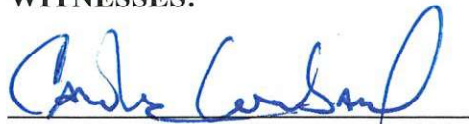
Digitally signed by Ana M. Garcia
Date: 2025.01.13 10:48:10 -05'00'

ANA M. GARCIA, ICMA-CM
CITY MANAGER



CONTRACTOR:
IPS Group, Inc. (a foreign corp.
registered to conduct business in Florida)

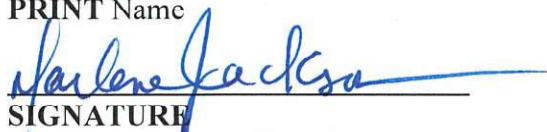
WITNESSES:



SIGNATURE

Carole Lombardi

PRINT Name



SIGNATURE

Darlene Jackson

PRINT Name



SIGNATURE

BRIAN WEBBER

PRINT Name

GENERAL COUNSEL

Title

STATE OF _____

COUNTY OF _____

See Attached

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2025, by _____, as _____ of IPS Group, Inc., a foreign corporation authorized to conduct business in Florida, who is personally known to me or has produced _____ as identification.

My Commission Expires:

NOTARY PUBLIC

State of _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On 1-7-2025

Date

before me,

Mary Hill, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Brian Webber
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Mary Hill
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



December 19, 2024

IPS Group Inc.
Attention: Brian Webber or Authorized Signor
7737 Kenamar Ct
San Diego, CA 92121

Email: ar@ipsgroupinc.com; chad.randall@ipsgroupinc.com

SUBJECT: Renewal of Term Contract for INFOR No. 148 (12342-805); Parking Meter Technology with Maintenance and Support, Amendment 1

Dear Mr. Webber or Authorized Signor,

The subject Contract will expire on January 17, 2025.

In accordance with the terms and conditions of the subject Contract, the Contract may by mutual consent of the parties be renewed for an additional twenty-four (24) months period. The City would like to exercise the right to renew this Contract for an additional two years at the existing pricing, terms, and conditions. **Once renewed, the new contract expiration date will be January 17, 2027.**

Please indicate your approval of this offer by having an authorized officer of your firm execute the **ACCEPTANCE** portion below and return it by email to Marie Flynn at mflynn@fortlauderdale.gov.

Upon execution of the below, this Amendment will be your official notice that the Contract has been extended for two (2) years and no additional documentation will be required. **Please be sure any required Insurance Certificates are current and attached to your response.**

Thank you for your immediate attention to this matter.

Sincerely,

On behalf of:

Glenn Marcos, CPPO, CPPB, FCPM, FCPA
Chief Procurement Officer/
Assistant Finance Director-Procurement and Contracts

ACCEPTANCE

By 
Official Signature

Chad P Randall, CEO

Name Title

19-December, 2024

Date

**AGREEMENT FOR
PARKING METER TECHNOLOGY, WITH MAINTENANCE AND SUPPORT**

THIS AGREEMENT, made this 21st day of January 2021, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and **IPS Group, Inc., a Pennsylvania corporation**, ("Contractor" or "Company") authorized to transact business in the State of Florida, whose address and phone number are **7737 Kenamar Court, San Diego, California 92121**, Email: chad.randall@ipsgroupinc.com, Phone: 858-404-0607.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Request for Proposals No. **12342-805, Parking Meter Technology, with Maintenance and Support**, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) The Contractor's response to the RFP, dated January 22, 2020, ("Exhibit B") for Single Space, Multi-Space, Pay-By-Space, and Multi-Space Pay-By-Plate meters.

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated January 21, 2021, and any attachments.
- B. Second, specific direction from the City Manager (or designee)
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on **January 18, 2021 and shall end on January 17, 2025. The City reserves the right to extend the contract for two additional two-year terms**, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

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

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30)

days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$10,000,000 each occurrence and \$10,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$10,000,000 each occurrence and \$10,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Cyber Liability

Coverage must be afforded in an amount not less than \$10,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Fidelity/Dishonesty and/or Commercial Crime

Coverage must be afforded in an amount not less than \$3,000,000 per loss for dishonest acts of the Contractor's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$10,000,000 each claim and \$10,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein. Nothing contained herein shall be deemed to be a cession or assignment of Contractor's intellectual property rights in respect of any equipment or software supplied and/or utilized in the execution of this Agreement.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or

Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available within seven (7) business days during normal business hours for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers,

agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

It is further agreed that the Contractor's limit of liability associated with this Agreement never exceeds the insurable limits as established by the insurance policies in Section F. of this Agreement.

Contractor makes no warranty or representation with regard to revenue to be earned by the City out of or in connection with this Agreement.

Contractor's product warranty obligations are contained in the Limited Warranty attached to Contractor's bid.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, act or order of governmental authority, epidemic, pandemic, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV, ADDRESS: CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2020), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Any material submitted to the City that Contractor or Company contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor or Company, as applicable, must, state in writing, the factual basis for same. If a third party submits a request to City for records that the City and Contractor mutually agree designated by Contractor or Company as Trade Secret or is otherwise exempt from production under Florida public records laws, City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor or Company, as applicable. Contractor or Company, shall indemnify and defend, City, its officers, employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the disclosure or nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

CC. Non-Discrimination

The Contractor shall not, discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners,

1. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2020), as may be amended or revised, ("Section 2-187).
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

ATTEST:


Jeffrey A. Modarelli, City Clerk

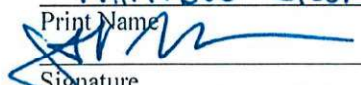
CITY OF FORT LAUDERDALE

By: 
Christopher M. Lagerbloom, ICMA-CM
City Manager

Approved as to form:

By: 
Kimberly Cunningham Mosley
Assistant City Attorney

WITNESSES:


Signature
MATTHEW SPOONER
Print Name

Signature
JEFF GLADDEN
Print Name

IPS GROUP, INC.

By: 
Brian Webber, CFO

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 2021, by Brian Webber, CFO for IPS
Group, Inc., a Pennsylvania corporation, authorized to transact business in the State of Florida.

(Signature of Notary Public – State of _____)

Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

See Attached

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of San Diego)

On 1/15/2021 before me, Mary Hill, Notary Public
(here insert name and title of the officer)

personally appeared Brian Webster

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Mary Hill

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____ Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

Contract 148

Name: PP210817 IPS GROUP INC

Description: Parking Meter Technology, with Maintenance and Support

Working Contract ID: 148

Currency Code: USD

Effective Date: 01/18/2021

Expiration Date: 01/17/2027

Primary Internal Contact: KIRK MCDONALD

Contacts

Name	Email Address
KIRK MCDONALD	kmcdonald@fortlauderdale.gov

Comments

Comment Title
Important Information

Contract Lines

Item Number	Vendor Item	Item Description	Unit of Measure	Description	Cost
UNQ1440	UNQ1440	Single Space Meter (Coin/Credit)	EA	Single Space Meter (Coin/Credit)	485.0000
UNQ1441	UNQ1441	Shipping-Single Space	EA	Shipping-Single Space	20.0000
UNQ1442	UNQ1442	Monthly Communication Fee-Single Space	EA	Monthly Communication Fee-Single Space	8.0000
UNQ1443	UNQ1443	Credit Card Transaction Fee-Single Space	EA	Credit Card Transaction Fee-Single Space	0.0600
UNQ1444	UNQ1444	2 Year Warranty	EA	2 Year Warranty	50.0000
UNQ1445	UNQ1445	Extended Warranty Year 3	EA	Extended Warranty Year 3	50.0000
UNQ1446	UNQ1446	Extended Warranty Year 4	EA	Extended Warranty Year 4	60.0000
UNQ1447	UNQ1447	Extended Warranty Year 5	EA	Extended Warranty Year 5	60.0000
UNQ1448	UNQ1448	Extended Warranty Year 6	EA	Extended Warranty Year 6	60.0000
UNQ1449	UNQ1449	Extended Warranty Year 7	EA	Extended Warranty Year 7	60.0000
UNQ1450	UNQ1450	Optional NFC payment for SSPM Meter	EA	Optional NFC payment for SSPM Meter	45.0000
UNQ1451	UNQ1451	Optional EMV card reader for SSPM Meter	EA	Optional EMV card reader for SSPM Meter	125.0000

Item Number	Vendor Item	Item Description	Unit of Measure	Description	Cost
UNQ1452	UNQ1452	Optional- IPS onsite installation team	EA	Optional- IPS onsite installation team	20.0000
UNQ1453	UNQ1453	Optional - Push of pay by cell payments to meter	EA	Optional - Push of pay by cell payments to meter	0.1000
UNQ1454	UNQ1454	Multi-Space Meter (Pay-by-Plate or (Pay-by-Space)	EA	Multi-Space Meter (Pay-by-Plate or (Pay-by-Space)	5,950.0000
UNQ1455	UNQ1455	Multi-Space Meter (Pay-by-Plate) or (Pay-by-Space)	EA	Multi-Space Meter (Pay-by-Plate) or (Pay-by-Space)	5,450.0000
UNQ1456	UNQ1456	Shipping- Multi Space Meter (Pay-by-Plate) or (Pay-by-Space)	EA	Shipping- Multi Space Meter (Pay-by-Plate) or (Pay-by-Space)	250.0000
UNQ1457	UNQ1457	Monthly Communication Fee- Multi-Space (Pay-by-Plate)	EA	Monthly Communication Fee- Multi-Space (Pay-by-Plate)	55.0000
UNQ1458	UNQ1458	2 Year Warranty	EA	2 Year Warranty	295.0000
UNQ1459	UNQ1459	Extended Warranty Year 3	EA	Extended Warranty Year 3	295.0000
UNQ1460	UNQ1460	Extended Warranty Year 4	EA	Extended Warranty Year 4	395.0000
UNQ1461	UNQ1461	Extended Warranty Year 5	EA	Extended Warranty Year 5	395.0000
UNQ1462	UNQ1462	Extended Warranty Year 6	EA	Extended Warranty Year 6	395.0000
UNQ1463	UNQ1463	Extended Warranty Year 7	EA	Extended Warranty Year 7	395.0000
UNQ1464	UNQ1464	Optional EMV card reader for MSM	EA	Optional EMV card reader for MSM	400.0000
UNQ1465	UNQ1465	Optional - add NFC card reader	EA	Optional - add NFC card reader	400.0000
UNQ1466	UNQ1466	Optional- add AC power adapter	EA	Optional- add AC power adapter	150.0000
UNQ1467	UNQ1467	Optional- IPS onsite installation	EA	Optional- IPS onsite installation	200.0000
UNQ1468	UNQ1468	Optional- Bill Note Acceptor and 1 Stacker	EA	Optional- Bill Note Acceptor and 1 Stacker	1,250.0000
UNQ1469	UNQ1469	Optional Additional Coin Box	EA	Optional Additional Coin Box	195.0000
UNQ1470	UNQ1470	Optional- Medeco e-lock for vault or other locations	EA	Optional- Medeco e-lock for vault or other locations	150.0000
UNQ1471	UNQ1471	Medeco Collector Key (for optional e-locks)	EA	Medeco Collector Key (for optional e-locks)	563.0000

Contract 148 continued...

Item Number	Vendor Item	Item Description	Unit of Measure	Description	Cost
UNQ1472	UNQ1472	Medeco Docking Station Kit (for optional e-locks)	EA	Medeco Docking Station Kit (for optional e-locks)	750.0000
UNQ1473	UNQ1473	Medeco Nexgen Maintenance Kit (for optional e-locks)	EA	Medeco Nexgen Maintenance Kit (for optional e-locks)	298.0000
UNQ1474	UNQ1474	Medeco Software Host Kit (for optional e-locks)	EA	Medeco Software Host Kit (for optional e-locks)	3,750.0000
UNQ1475	UNQ1475	Option 1: Onsite Technical Labor Services (hourly)	EA	Option 1: Onsite Technical Labor Services (hourly)	125.0000
UNQ1476	UNQ1476	Option 2: On-Site Technical Labor Services (daily)	EA	Option 2: On-Site Technical Labor Services (daily)	950.0000
UNQ1477	UNQ1477	Option 3: On-Site Technical Labor Services (full-time)	EA	Option 3: On-Site Technical Labor Services (full-time)	9,150.0000
UNQ1478	UNQ1478	M5 Ongoing Fees-Secure Wireless Gateway/Data Fee and Meter	EA	M5 Ongoing Fees-Secure Wireless Gateway/Data Fee and Meter	5.7500
UNQ1479	UNQ1479	M5 Ongoing Fees-Secure Wireless Gateway/Data Fee and Meter	EA	M5 Ongoing Fees-Secure Wireless Gateway/Data Fee and Meter	8.0000
UNQ1480	UNQ1480	M5 Ongoing Fees-Secure Credit Card Gateway Fee	EA	M5 Ongoing Fees-Secure Credit Card Gateway Fee	0.1300
UNQ1481	UNQ1481	M5 Ongoing Fees-Secure Credit Card Gateway Fee	EA	M5 Ongoing Fees-Secure Credit Card Gateway Fee	0.0600
UNQ1482	UNQ1482	M5 Ongoing Fees-Optional: 3rd Party Implementations	EA	M5 Ongoing Fees-Optional: 3rd Party Implementations	0.5000
UNQ1483	UNQ1483	In-Ground Vehicle Detection Sensors	EA	In-Ground Vehicle Detection Sensors	295.0000
UNQ1484	UNQ1484	Dome Mount Vehicle Detection Sensors	EA	Dome Mount Vehicle Detection Sensors	295.0000
UNQ1485	UNQ1485	Pole Mount Vehicle Detection Sensors	EA	Pole Mount Vehicle Detection Sensors	295.0000
UNQ1486	UNQ1486	Management System/Base Data Fee (per space per month)	EA	Management System/Base Data Fee (per space per month)	3.5000
UNQ1487	UNQ1487	Optional: Real Time Reporting Fee (per space per month)	EA	Optional: Real Time Reporting Fee (per space per month)	2.7500
UNQ1488	UNQ1488	M5 Single-Space Parking Meter- Single Space Electronic Meter	EA	M5 Single-Space Parking Meter- Single Space Electronic Meter	495.0000

Contract 148 continued...

Item Number	Vendor Item	Item Description	Unit of Measure	Description	Cost
UNQ1489	UNQ1489	M5 Single-Space Parking Meter-Card Entry Keypad Assy	EA	M5 Single-Space Parking Meter-Card Entry Keypad Assy	55.0000
UNQ1490	UNQ1490	M5 Single-Space Parking Meter- Hybrid Card Reader	EA	M5 Single-Space Parking Meter- Hybrid Card Reader	52.0000
UNQ1491	UNQ1491	M5 Single-Space Parking Meter- Coin Validator	EA	M5 Single-Space Parking Meter- Coin Validator	75.0000
UNQ1492	UNQ1492	M5 Single-Space Parking Meter- Complete Top Cover	EA	M5 Single-Space Parking Meter- Complete Top Cover	75.0000
UNQ1493	UNQ1493	M5 Single-Space Parking Meter- Lexan for Top Cover	EA	M5 Single-Space Parking Meter- Lexan for Top Cover	25.0000
UNQ1494	UNQ1494	M5 Single-Space Parking Meter- Coin Entry Slot	EA	M5 Single-Space Parking Meter- Coin Entry Slot	2.0000
UNQ1495	UNQ1495	M5 Single-Space Parking Meter-M5 Battery Pack (H3)	EA	M5 Single-Space Parking Meter-M5 Battery Pack (H3)	35.0000
UNQ1496	UNQ1496	M5 Single-Space Parking Meter-M5 Battery Pack	EA	M5 Single-Space Parking Meter-M5 Battery Pack	45.0000
UNQ1497	UNQ1497	M5 Single-Space Parking Meter-Solar Panel / Communications B	EA	M5 Single-Space Parking Meter-Solar Panel / Communications B	185.0000
UNQ1498	UNQ1498	M5 Single-Space Parking Meter-Main Board	EA	M5 Single-Space Parking Meter-Main Board	185.0000
UNQ1499	UNQ1499	M5 Single-Space Parking Meter- Display Board	EA	M5 Single-Space Parking Meter- Display Board	95.0000
UNQ1500	UNQ1500	M5 Single-Space Parking Meter-Display Board with NFC	EA	M5 Single-Space Parking Meter-Display Board with NFC	140.0000
UNQ1501	UNQ1501	M5 Single-Space Parking Meter-BLE Beacon Upgrade	EA	M5 Single-Space Parking Meter-BLE Beacon Upgrade	45.0000
UNQ1502	UNQ1502	M5 Single-Space Parking Meter-RFID Tag	EA	M5 Single-Space Parking Meter-RFID Tag	10.0000
UNQ1503	UNQ1503	M5 Single-Space Parking Meter-MK5 Battery Charger	EA	M5 Single-Space Parking Meter-MK5 Battery Charger	125.0000
UNQ1504	UNQ1504	M5 Single-Space Parking Meter-Card Reader Cleaning Card	EA	M5 Single-Space Parking Meter-Card Reader Cleaning Card	54.0000

Item Number	Vendor Item	Item Description	Unit of Measure	Description	Cost
UNQ1505	UNQ1505	MS1 Ongoing Costs- Secure Wireless Gateway	EA	MS1 Ongoing Costs- Secure Wireless Gateway	55.0000
UNQ1506	UNQ1506	MS1 Ongoing Costs- Secure Wireless Gateway/Data	EA	MS1 Ongoing Costs- Secure Wireless Gateway/Data	55.0000
UNQ1507	UNQ1507	MS1 Ongoing Costs- Secure Credit Card Gateway Fee	EA	MS1 Ongoing Costs- Secure Credit Card Gateway Fee	0.0600
UNQ1508	UNQ1508	MS1 Ongoing Costs- Optional: 3rd Party Implementations	EA	MS1 Ongoing Costs- Optional: 3rd Party Implementations	5.0000
UNQ1509	UNQ1509	Spare Parts- Standard Card Reader Assembly -MS1	EA	Spare Parts- Standard Card Reader Assembly -MS1	129.0000
UNQ1510	UNQ1510	Spare Parts- Standard Card Reader Assembly -MS3	EA	Spare Parts- Standard Card Reader Assembly -MS3	149.0000
UNQ1511	UNQ1511	Spare Parts- AC Power Upgrade Kit -MS1	EA	Spare Parts- AC Power Upgrade Kit -MS1	150.0000
UNQ1512	UNQ1512	Spare Parts- AC Power Upgrade Kit -MS3	EA	Spare Parts- AC Power Upgrade Kit -MS3	150.0000
UNQ1513	UNQ1513	Spare Parts- Coin Validator Assembly - MS1	EA	Spare Parts- Coin Validator Assembly - MS1	75.0000
UNQ1514	UNQ1514	Spare Parts- Coin Validator Assembly - MS3	EA	Spare Parts- Coin Validator Assembly - MS3	95.0000
UNQ1515	UNQ1515	Spare Parts- Solar Panel Replacement Kit- MS1	EA	Spare Parts- Solar Panel Replacement Kit- MS1	795.0000
UNQ1516	UNQ1516	Spare Parts- Solar Panel Replacement Kit- MS3	EA	Spare Parts- Solar Panel Replacement Kit- MS3	895.0000
UNQ1517	UNQ1517	Spare Parts-Main Operating Board-MS1	EA	Spare Parts-Main Operating Board-MS1	995.0000
UNQ1518	UNQ1518	Spare Parts-Main Operating Board-MS3	EA	Spare Parts-Main Operating Board-MS3	995.0000
UNQ1519	UNQ1519	Spare Parts-4G wireless modem-MS3	EA	Spare Parts-4G wireless modem-MS3	495.0000
UNQ1520	UNQ1520	Spare Parts- LCD Display (monochrome) -MS1	EA	Spare Parts- LCD Display (monochrome) -MS1	295.0000
UNQ1521	UNQ1521	Spare Parts- LCD Display (color)- MS3	EA	Spare Parts- LCD Display (color)- MS3	795.0000
UNQ1522	UNQ1522	Spare Parts- Armored Display Glass-MS1	EA	Spare Parts- Armored Display Glass-MS1	125.0000

Item Number	Vendor Item	Item Description	Unit of Measure	Description	Cost
UNQ1523	UNQ1523	Spare Parts- Armored Display Glass-MS3	EA	Spare Parts- Armored Display Glass-MS3	125.0000
UNQ1524	UNQ1524	Spare Parts-Thermal Printer-MS1	EA	Spare Parts-Thermal Printer-MS1	795.0000
UNQ1525	UNQ1525	Spare Parts-Thermal Printer-MS3	EA	Spare Parts-Thermal Printer-MS3	895.0000
UNQ1526	UNQ1526	Spare Parts- 4-key Horizontal Keypad-MS1	EA	Spare Parts- 4-key Horizontal Keypad-MS1	69.0000
UNQ1527	UNQ1527	Spare Parts-4-keyVertical Keypad-MS1	EA	Spare Parts-4-keyVertical Keypad-MS1	69.0000
UNQ1528	UNQ1528	Spare Parts-6-key Horizontal Keypad-MS1	EA	Spare Parts-6-key Horizontal Keypad-MS1	75.0000
UNQ1529	UNQ1529	Spare Parts-6-key Horizontal Keypad-MS3	EA	Spare Parts-6-key Horizontal Keypad-MS3	95.0000
UNQ1530	UNQ1530	Spare Parts- Pay-By-Space Keypad Assembly-MS1	EA	Spare Parts- Pay-By-Space Keypad Assembly-MS1	195.0000
UNQ1531	UNQ1531	Spare Parts- Pay-By-Space Keypad Assembly-MS3	EA	Spare Parts- Pay-By-Space Keypad Assembly-MS3	195.0000
UNQ1532	UNQ1532	Spare Parts- Pay-by-Plate Alphanumeric Keypad Assembly-MS1	EA	Spare Parts- Pay-by-Plate Alphanumeric Keypad Assembly-MS1	225.0000
UNQ1533	UNQ1533	Spare Parts- Pay-by-Plate Alphanumeric Keypad Assembly-MS3	EA	Spare Parts- Pay-by-Plate Alphanumeric Keypad Assembly-MS3	225.0000
UNQ1534	UNQ1534	Spare Parts-Coin Escrow-MS1	EA	Spare Parts-Coin Escrow-MS1	195.0000
UNQ1535	UNQ1535	Spare Parts-Coin Escrow-MS3	EA	Spare Parts-Coin Escrow-MS3	225.0000
UNQ1536	UNQ1536	Spare Parts-EMV chip card reader (no PIN)-MS1	EA	Spare Parts-EMV chip card reader (no PIN)-MS1	400.0000
UNQ1537	UNQ1537	Spare Parts-EMV chip card reader (no PIN)-MS3	EA	Spare Parts-EMV chip card reader (no PIN)-MS3	400.0000
UNQ1538	UNQ1538	Spare Parts-E-lock-MS1	EA	Spare Parts-E-lock-MS1	175.0000
UNQ1539	UNQ1539	Spare Parts-E-lock-MS3	EA	Spare Parts-E-lock-MS3	175.0000
UNQ1540	UNQ1540	Spare Parts-Contactless Payment Reader (NFC)	EA	Spare Parts-Contactless Payment Reader (NFC)	400.0000
UNQ1541	UNQ1541	Spare Parts-Contactless Payment Reader (NFC)	EA	Spare Parts-Contactless Payment Reader (NFC)	400.0000
UNQ1542	UNQ1542	Spare Parts-Contactless Payment Reader (NFC)	EA	Spare Parts-Contactless Payment Reader (NFC)	659.0000

Contract 148 continued...

Item Number	Vendor Item	Item Description	Unit of Measure	Description	Cost
UNQ1543	UNQ1543	Spare Parts- Contactless Payment Reader (NFC)	EA	Spare Parts- Contactless Payment Reader (NFC)	659.0000
UNQ1544	UNQ1544	Spare Parts- Battery 32Ah (rechargeable)- MS1	EA	Spare Parts- Battery 32Ah (rechargeable)- MS1	300.0000
UNQ1545	UNQ1545	Spare Parts- Battery 72Ah (rechargeable) MS3	EA	Spare Parts- Battery 72Ah (rechargeable) MS3	350.0000
UNQ1546	UNQ1546	Spare Parts- Additional Large Coin Canister- MS1	EA	Spare Parts- Additional Large Coin Canister- MS1	195.0000
UNQ1547	UNQ1547	Spare Parts- Additional Large Coin Canister- MS3	EA	Spare Parts- Additional Large Coin Canister- MS3	195.0000
UNQ1548	UNQ1548	Paper Rolls (standard)	EA	Paper Rolls (standard)	25.0000
UNQ1549	UNQ1549	Paper Rolls (standard)	EA	Paper Rolls (standard)	25.0000
UNQ1550	UNQ1550	Single Space M5 Non-Warranty repair work	EA	Single Space M5 Non-Warranty repair work	95.0000
UNQ1551	UNQ1551	Option 1: On-Site Technical Labor Services (hourly)	EA	Option 1: On-Site Technical Labor Services (hourly)	125.0000
UNQ1552	UNQ1552	Option 2: On-Site Technical Labor Services (daily)	EA	Option 2: On-Site Technical Labor Services (daily)	950.0000
UNQ1553	UNQ1553	Option 3: On-Site Technical Labor Services	EA	Option 3: On-Site Technical Labor Services	9,150.0000
UNQ1554	UNQ1554	Miscellaneous Parts	EA	Miscellaneous Parts	1.0000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2025

1/3/2025

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

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

PRODUCER Lockton Insurance Brokers, LLC License #0F15767 4275 Executive Square, Suite 600 La Jolla CA 92037 (858) 587-3100	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No):														
INSURED 1377909 IPS Group, Inc. 7737 Kenamar Court San Diego CA 92121	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: National Fire Insurance Co of Hartford</td><td>20478</td></tr><tr><td>INSURER B: Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER C: The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER D: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER E: Lloyd's Syndicate 457 (Munich Re Syndicate Limited)</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire Insurance Co of Hartford	20478	INSURER B: Valley Forge Insurance Company	20508	INSURER C: The Continental Insurance Company	35289	INSURER D: Continental Casualty Company	20443	INSURER E: Lloyd's Syndicate 457 (Munich Re Syndicate Limited)		INSURER F:	
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INSURER E: Lloyd's Syndicate 457 (Munich Re Syndicate Limited)															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 17946942**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	N	4034952942	3/19/2024	3/19/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	N	6013847872	3/19/2024	3/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp./Coll. Ded \$ 1,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	N	4034952990	3/19/2024	3/19/2025	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y N/A	5093308451 (CA) 5093308496 (AOS)	3/19/2024 3/19/2024	3/19/2025 3/19/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Tech E&O/Cyber	N	N	01MRCT0000037-02 (E&O)	3/19/2024	3/19/2025	Each Occ. 5,000,000; Agg.: 5,000,000; Ded.: 100,000

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

Worker's Compensation insurance does not apply to states ND, OH, WA, WY. Tech E&O/Cyber provides coverage for Network Security and Privacy Liability, as well as Breach Event, Cyber Extortion, and Business Interruption RE: Purchase of New Parking Meters and Related Services through ITB No. 12342-805. The City of Dania Beach and its officers, employees, and volunteers are an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement(s) or policy language.

CERTIFICATE HOLDER**CANCELLATION** See Attachments**17946942**City of Dania Beach,
Procurement Services Division
100 West Dania Beach Boulevard,
Dania Beach FL 33004

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

AUTHORIZED REPRESENTATIVE

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CNA Technology General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. ADDITIONAL INSURED

a. WHO IS AN INSURED is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**, for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that

described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf, in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

b. any express warranty unauthorized by the **Named Insured**;

c. any physical or chemical change in any product made intentionally by such person or organization;

d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;

g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) the exceptions contained in Subparagraphs d. or f. above; or

(2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Paragraph J. does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

3. This Paragraph J. also does not apply:

a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;

b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage**

Part; nor

c. if bodily injury or property damage included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury, property damage or personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor

2. for **bodily injury or property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:

a. this **Coverage Part** provides such coverage;

b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage;
and

c. the **bodily injury or property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**, qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage**

Part.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or

transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi *in rem* action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are

incidental
to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. professional health care services on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

• the **Named Insured's employees** are **Insureds** with respect to:

(1) bodily injury to a co-**employee** while in the course of the co-**employee's** employment by

the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;
when such **bodily injury** arises out of a **health care incident**.

• the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor
- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph (6) of the **Damage to Property** exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

C. **LIMITS OF INSURANCE** is amended to delete Paragraph 6. (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and

b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$500,000. unless a different Damage to Premises Rented to You Limit is shown in the Declarations.

D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E. This Provision 11. does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: @@@@ @@@@ @@@@ @@@@; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

- (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident;
- and

This Paragraph B. does not apply to medical expenses incurred in the state of Missouri.

13. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

- 1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- 2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
- 3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled

Exclusions is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR**

HUMILIATION Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled

Exclusions is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in such

insured contract; and

(b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative

dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the

definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such

suit are such that no conflict appears to exist between the interests of the **Insured** and the interests

of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled

Exclusions is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and

(6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled

Exclusions is amended to delete subparagraphs **(3)** and **(4)** of the Exclusion entitled **Damage to Property**, but

only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if

such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of

\$25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage, and this limit:

A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and

B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named**

Insured's Coverage Part, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1.** the **Named Insured's** ongoing operations; or
- 2.** **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1.** is in effect or becomes effective during the term of this **Coverage Part**; and
- 2.** was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

CNA74872XX (1-15)

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN
THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR
AGREEMENT.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour state in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective:

Endorsement Expiration Date:

Policy No: 5093308496 (AOS)

Policy Effective Date: 3/19/2024

Endorsement Underwriting Company: Continental Casualty Company

WC 00 03 13
(Ed. 4-84)

Copyright 1983 National Council on Compensation Insurance.



**Business Auto Policy
Policy Endorsement**

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement No: 25; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: 6013847872

Policy Effective Date: 3/19/2024

Policy Page: 100 of 163



City of Dania Beach Parks & Recreation Memorandum

DATE: 9/24/2026

TO: Mayor and Commissioners

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

VIA: Cassi Waren, CPRP, Director of Parks and Recreation

SUBJECT: Authorizing an agreement for the purchase of pool operations and lifeguard services from One Stop Aquatic Safety LLC, without competitive bidding and without advertisement for bids, by utilizing the pricing under the City of Homestead, Florida invitation to bid (ITB) 202603.

Request:

The Department of Parks and Recreation is requesting the approval of an agreement for the purchase of pool operations and lifeguard services for C.W. Thomas Park and P.J. Meli Park, from One Stop Aquatic Safety LLC, without competitive bidding and without advertisement for bids, by utilizing the pricing under the City of Homestead, Florida invitation to bid (ITB) 202603, for the duration of the contract, in the amount of nine hundred seventy-two thousand five hundred one and fifty cents (\$972,501.50).

Background:

The City of Dania Beach has multiple pools located at various facilities that require daily pool operations and lifeguard services. On January 14, 2025, the City Commission passed and adopted the original agreement with One Stop Aquatic Safety LLC., pursuant to Resolution No. 2025-011, for lifeguard and pool services at P.J. Meli Park. The agreement utilized the pricing established under the City of Homestead ITB No. 202120, which expires on September 30, 2026. On November 18, 2025, the City Commission amended the agreement with One Stop Aquatic Safety, LLC., pursuant to Resolution No. 2025-172, to include lifeguard and pool services at C.W. Thomas Park.

The City of Homestead issued ITB 202603 on March 20, 2026, as their agreement with One Stop Aquatic Safety LLC. was expiring. The City of Homestead's team evaluated the submissions received and awarded the new contract to One Stop Aquatic Safety LLC on July 22, 2026.

The Department is recommending to piggyback off the City of Homestead, Florida invitation to bid (ITB) No. 202603 for lifeguard and pool operations with One Stop Aquatic Safety LLC. One Stop Aquatic Safety LLC, has a significant amount of experience managing and operating pools, not just with the City of Homestead but with the Marriott Hotels & Resorts. The Department is requesting the approval of an agreement for pool operations and lifeguard services from One Stop Aquatic Safety LLC.

Over the past eighteen months the Parks and Recreation Department has closely monitored and evaluated the services provided by One Stop Aquatic Safety LLC, for the day-to-day operations of the pool at PJ Meli Park and C.W. Thomas Park and has observed that they have been very professional and have exceeded the department's expectations.

Budgetary Impact

Funding shall be available and appropriated in the total amount of nine hundred seventy-two thousand five hundred one and fifty cents (\$972,501.50) from the general fund, Recreation Department, PJ Meli Aquatics Division Contract Services Account No. 001-72-06-572-34-10 and the C.W. Thomas, Contractual Services Account No. 001-72-03-572-34-10.

Recommendation

The Department recommends approval of an agreement for the purchase of pool operations and lifeguard services from One Stop Aquatic Safety LLC, without competitive bidding and without advertisement for bids, by utilizing the pricing under the City of Homestead, Florida invitation to bid (ITB) 202603, for the duration of the contract, in the amount of nine hundred seventy-two thousand five hundred one and fifty cents (\$972,501.50).

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN AGREEMENT FOR THE PURCHASE OF POOL OPERATIONS AND LIFEGUARD SERVICES FROM ONE STOP AQUATIC SAFETY, LLC, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE CITY OF HOMESTEAD, FLORIDA INVITATION TO BID (ITB) 202603, FOR THE DURATION OF THE CONTRACT, IN THE AMOUNT OF NINE HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED ONE AND FIFTY CENTS (\$972,501.50); AND AUTHORIZING THE EXPENDITURE OF FUNDS IN EXCESS OF \$50,000.00; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City of Dania Beach has multiple pools, at different facilities that require pool operations and lifeguard services daily; and

WHEREAS, the Parks and Recreation Department has obtained a proposal from One Stop Aquatic Safety, LLC, for the services in the total amount of Nine Hundred Seventy-Two Thousand Five Hundred One and Fifty Cents (\$972,501.50), utilizing pricing under the City of Homestead ITB Np. 202603 entitled “Pool Operations and Lifeguard Services”; and

WHEREAS, the City Administration passed and adopted the agreement with One Stop Aquatic Safety LLC., on January 14, 2025, Reso No. 2025-011 for lifeguard and pool services at P.J. Meli Park, which included C.W. Thomas Park with an amendment on November 18, 2025, Reso No. 2025-172; and

WHEREAS, the City of Homestead’s agreement with One Stop Aquatic Safety LLC expires on September 30, 2026; and

WHEREAS, the City of Homestead issued ITB 202603 on March 20, 2026, evaluated the submissions received and awarded the new contract to One Stop Aquatic Safety LLC on July 22, 2026; and

WHEREAS, the City is satisfied with the quality and reliability of One Stop Aquatic Safety, LLC, pool operations and lifeguard services; and

WHEREAS, the City Administration recommends that the City Commission waive formal bidding and authorize the procurement of the services from One Stop Aquatic Safety, LLC utilizing the City of Homestead ITB No. 202603 based on the staffing plan recommended by the Parks and Recreation Director.

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

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

Section 2. That the proper City officials are authorized to execute the Agreement for the procurement of the services from One Stop Aquatic Safety, LLC under the City of Homestead (ITB) No. 202603, which Agreement is attached and incorporated by this reference as “Exhibit A”.

Section 3. That funding for the additional pool operations and lifeguard services, which shall not exceed Nine Hundred Seventy-Two Thousand Five Hundred One And Fifty Cents (\$972,501.50), is available and appropriated within both the PJ Meli Aquatics Contractual Services Account No. 001-72-06-572-34-10 and the CW Thomas Contractual Services Account No. 001-72-03-572-34-10.

Section 4. That all services procured under the Agreement shall be pursuant to the terms and pricing provided under the City of Homestead ITB No. 202603, and the total cost may change from year to year based on the actual staffing plan and pool operating schedule.

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

Section 6. That this Resolution shall be effective immediately.

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

PIGGYBACK AGREEMENT TO THE CITY OF HOMESTEAD AGREEMENT
AWARDING INVITATION TO BID, ITB NO. 202603, FOR POOL OPERATIONS &
LIFEGUARD SERVICES, TO ONE STOP AQUATIC SAFETY LLC FOR PARTICIPATION
BY THE CITY OF DANIA BEACH, FLORIDA

THIS PIGGYBACK AGREEMENT (“Agreement”) is entered into on _____, 2026 by and between the **CITY OF DANIA BEACH, FLORIDA**, a Florida municipal corporation ("City"), and **ONE STOP AQUATIC SAFETY, LLC** ("Contractor"), a Florida limited liability company registered to conduct business in Florida, located at 4345 NE 12 Terrace, Oakland Park, FL 33334.

RECITALS

WHEREAS, the City of Dania Beach has multiple pools, at different facilities that require pool operations and lifeguard services daily; and

WHEREAS, the Parks and Recreation Department has obtained a proposal from One Stop Aquatic Safety, LLC, for the services in the total amount of Nine Hundred Seventy-Two Thousand Five Hundred One and Fifty Cents (\$972,501.50), utilizing pricing under the City of Homestead ITB No.. 202603 entitled “Pool Operations and Lifeguard Services”, which was competitively solicited and awarded to Contractor, as reflected in the award and solicitation documents incorporated by reference and attached as Exhibit A, with the City-specific scope, staffing, and pricing proposals attached as Exhibit B;” and

WHEREAS, the City Commission passed and adopted the agreement with One Stop Aquatic Safety LLC., on January 14, 2025, Reso No. 2025-011 for lifeguard and pool services at P.J. Meli Park, which included C.W. Thomas Park with an amendment on November 18, 2025, Reso No. 2025-172; and

WHEREAS, the City of Homestead’s agreement with One Stop Aquatic Safety LLC expires on September 30, 2026; and

WHEREAS, the City of Homestead issued ITB 202603 on March 20, 2026, evaluated the submissions received and awarded the new contract to One Stop Aquatic Safety LLC on July 22, 2026; and

WHEREAS, the City is satisfied with the quality and reliability of One Stop Aquatic Safety, LLC, pool operations and lifeguard services; and

WHEREAS, the parties desire to enter into this Piggyback Agreement to provide services for the City of Dania Beach under the terms and pricing established through the City of Homestead's competitive solicitation, subject to the City-specific terms stated herein.

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

1. INCORPORATION OF HOMESTEAD AGREEMENT.

The Homestead Agreement, together with the City of Homestead Invitation To Bid, ITB No. 202603, For Pool Operations & Lifeguard Services and all documents incorporated therein, are incorporated herein by reference. Except as expressly modified by this Addendum, the terms and conditions of the Master Agreement shall remain in full force and effect.

For purposes of services performed under this Agreement, references in the incorporated documents to the "City of Homestead" or the "City" shall mean the City of Dania Beach, and references to Homestead officials or departments shall mean the corresponding City of Dania Beach officials or departments, as applicable. References relating solely to Homestead's solicitation and award process remain historical references.

2. ORDER OF PRECEDENCE.

In the event of any conflict or inconsistency among the Contract Documents, the following order of precedence shall apply:

- a. Any written amendment executed by the City and Contractor after execution of this Agreement;
- b. This Agreement;
- c. Exhibit A, including the City of Homestead ITB No. 202603, its addenda, Contractor's bid response, and the awarded pricing; and
- d. Exhibit B.

Exhibit B is incorporated solely for its description of the City-specific scope of services, locations, staffing, operating schedules, and pricing. Any other terms or conditions contained in Exhibit B, including provisions concerning contract duration, automatic or perpetual renewal, termination, cancellation, payment timing, finance charges, price adjustments, insurance, indemnification, dispute resolution, or limitation of liability, are rejected and shall have no force or effect.

3. SOVEREIGN IMMUNITY.

Nothing contained in this Addendum or the Agreement shall be construed as a waiver of the City's sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement.

4. TERM AND RENEWAL.

The term of this Agreement shall commence on October 1, 2026, or on the date stated in the City's written notice to proceed, whichever is later, and shall continue only while the underlying City of Homestead contract remains in effect, unless earlier terminated in accordance with this Agreement.

If the City of Homestead renews or extends its contract with Contractor, the City may renew or extend this Agreement for a corresponding period by mutual written agreement with Contractor, subject to satisfactory performance, the appropriation of funds, and all approvals required by the City Charter and City Code. In no event shall this Agreement extend beyond the expiration or termination of the underlying City of Homestead contract.

5. COMPENSATION.

Compensation shall be based on actual hours worked at the City-approved billable rates stated in Exhibit B. For services performed during the City's 2026–2027 fiscal year, total compensation shall not exceed Nine Hundred Seventy-Two Thousand Five Hundred One Dollars and Fifty Cents (\$972,501.50) without prior written authorization in accordance with the City Charter, City Code, and applicable procurement requirements.

The staffing levels, schedules, hours, and annual costs stated in Exhibit B are estimates only and do not guarantee any minimum quantity of services, hours, or compensation. Any change affecting compensation must be authorized in advance and in writing by the City's designated representative and remains subject to applicable approval requirements.

The hourly rates and markups may not be increased except as permitted under the City of Homestead contract and approved in advance and in writing by the City. No additional or extra work shall be compensable unless authorized in advance and in writing by the City.

6. PUBLIC RECORDS.

Contractor shall comply with Section 119.0701, Florida Statutes, and all applicable public records requirements.

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:

Elora Riera, MMC, City Clerk
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Failure by Contractor to comply with Florida public records laws shall constitute a material breach of the Agreement.

7. OWNERSHIP OF DATA AND RECORDS.

All photographs, video images, recorded data, violation information, notices, reports, correspondence, records, databases, and other information generated, collected, maintained, or received in connection with the services provided under the Agreement shall be and remain the property of the City, subject to applicable law.

Upon request or upon termination of the Agreement, Contractor shall promptly provide such information to the City in a commercially usable electronic format at no additional cost.

8. RECORDS AND CITY PROPERTY.

All incident reports, accident reports, rescue reports, attendance records, inspection records, water-quality records, maintenance records, schedules, employee time records, and other records prepared or maintained specifically in connection with services provided to the City shall be made available to the City upon request. City records, equipment, keys, access credentials, and other property provided to Contractor shall remain the property of the City and shall be returned promptly upon request or upon expiration or termination of the Agreement.

9. CYBERSECURITY AND SECURITY INCIDENTS.

Contractor shall maintain commercially reasonable administrative, technical, and physical safeguards designed to protect City data from unauthorized access, disclosure, alteration, or destruction.

Contractor shall notify the City within twenty-four (24) hours of discovering any actual or suspected unauthorized access to, acquisition of, disclosure of, or loss of City data and shall cooperate fully with the City in investigating, mitigating, and responding to any such incident.

10. AUDIT RIGHTS.

Contractor shall maintain complete books, records, and supporting documentation relating to services performed, revenues collected, fees retained, and amounts remitted to the City for a period of five (5) years following creation of the record.

The City, the Broward County Inspector General, the Florida Auditor General, and their respective authorized representatives shall have the right to inspect and audit such records upon reasonable notice and during normal business hours.

11. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal, state, county, and local laws, rules, regulations, codes, and ordinances governing public swimming pools, aquatic facilities, lifeguard services, employment, workplace safety, background screening, and the services performed under the Agreement, including Chapter 514, Florida Statutes, and applicable provisions of the Florida Administrative Code. Contractor shall obtain and maintain all licenses, permits, certifications, and approvals required to perform the services.

12. E-VERIFY.

Contractor shall comply with Section 448.095, Florida Statutes, and shall require all subcontractors to comply with Section 448.095, Florida Statutes.

13. SCRUTINIZED COMPANIES.

Contractor certifies that it is not a scrutinized company as defined in Section 287.135, Florida Statutes, and shall comply with Section 287.135 throughout the term of the Agreement. Contractor shall also execute and maintain all affidavits and certifications required by applicable Florida law, including any affidavit concerning the use of coercion for labor or services required by Section 787.06, Florida Statutes.

14. VENUE AND GOVERNING LAW.

This Addendum and the Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Addendum or the Agreement shall lie exclusively in Broward County, Florida.

15. TERMINATION FOR CONVENIENCE.

The City may terminate the Agreement without cause upon thirty (30) days' written notice to Contractor.

16. FUNDING.

The City's obligations under the Agreement are subject to annual appropriation of lawfully available funds. Nothing herein shall be construed as creating a multiple-fiscal-year financial obligation in violation of Florida law.

17. INSURANCE.

Contractor shall maintain the insurance required by the City of Homestead ITB throughout the term of this Agreement, except that all references in the insurance requirements to the City of Homestead and its officials, officers, employees, agents, and representatives shall mean and include the City of Dania Beach and its officials, officers, employees, agents, volunteers, and representatives. Before commencing services, Contractor shall provide certificates of insurance

and required endorsements satisfactory to the City and naming the City of Dania Beach as an additional insured where required.

18. INDEMNIFICATION.

The indemnification obligations contained in the incorporated City of Homestead ITB shall apply to and benefit the City of Dania Beach and its officials, officers, employees, agents, volunteers, and representatives to the same extent those provisions apply to and benefit the City of Homestead. Nothing in this Section or the Contract Documents requires the City to indemnify Contractor or any other person or entity.

19. NO THIRD-PARTY BENEFICIARIES.

Nothing contained in this Agreement shall create or be construed to create any rights in or for the benefit of any third party.

14. CITY CHARTER.

Execution of this Agreement and any amendment, renewal, increase in compensation, or additional work issued under it shall be subject to the requirements of the City Charter, City Code, and applicable procurement requirements.

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

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or by ☐ online notarization, on _____ 2026, by _____ who is personally known to me or has produced _____ as identification.

My Commission Expires

CONTRACTOR:

One Stop Aquatic Safety LLC,
A Florida Limited Liability Corporation

Signature

PRINT Name

Title

Dated: _____, 2026

Notary Public, State of _____

Print Name



City of Homestead Council Agenda Report

Item Number:

5057

AGENDA ITEM INFORMATION

Meeting:	Council Meeting	Meeting Date:	7/22/2026
Department:	Procurement	Department Head:	Malia T. Rivera, NIGP-CPP, CPPO, CPPB
Item Type:	Resolution	Author:	Lilia Jaimes-Renteria, NIGP-CPP, CPPB
Title:	Award of ITB# 202603-Pool Operations & Lifeguard Services		
Requested Action:	Approve Resolution		
Recommendation:	Staff recommends that Mayor and Council award ITB# 202603 Pool Operations & Lifeguard Services to the responsive, responsible bidder, One Stop Aquatic Safety LLC in accordance with the bid tabulation for pool operation and lifeguard services. Further, staff recommends authorizing the City Manager, or his designee, to amend the agreements from time to time for addition/deletion of locations, price adjustments, and renewal or extensions of the agreements in accordance with the ITB and related documents. The contract term shall be for an initial three (3) year term and may be renewed for two (2) additional one-year terms, if mutually agreed upon.		

BACKGROUND AND SUPPORTING DOCUMENTATION

Background Information:	On March 20, 2026, Procurement, on behalf of Parks, Recreation & Open Spaces, issued Invitation to Bid (ITB) No. 202603. This solicitation was publicly advertised via OpenGov, South Florida Business Journal and the South Dade Newsleader. This ITB sought bids for pool operations and lifeguard services for Roby George pool. City Impact: \$125,000.00 Fiscal Impact: General Fund Funding Source: Roby George Pool (201 SW 11AVE) is in District 4, however, the park is open to all Strategic Priority: Quality of Life		
Exhibit Attachment(s):	0(1)		
Exhibit Description(s)	1	Resolution	6
	2	Award Recommendation	7
	3	Bid Tabulation	8
	4	Bid Document	9
	5		10



City of Homestead Council Agenda Report

Item Number: 5057

FUNDING INFORMATION

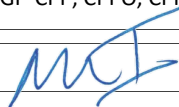
Finance Approval:	Approved-Carlos M. Perez 6/24/26	Total Approved Amount:	\$125,000.00
1 - Account Name:	Professional Services for Roby George Park (FY27)	Account Number:	001-6110-572.33-05 (FY2027)
Amount:	\$125,000.00	Current Balance:	
2 - Account Name:		Account Number:	
Amount:		Current Balance:	
3 - Account Name:		Account Number:	
Amount:		Current Balance:	

PROCUREMENT SECTION

Received Date:	5/18/2026	Reference Number:	ITB# 202603
Transaction Type:	Bid	Bids Solicited / Received:	1
Vendor Name and Information:	One Stop Aquatic Safety LLC		
Procurement Amount:		Details:	Within Established Departmental Budget
Procurement Notes:	The Procurement & Contract Services Department has reviewed all responses and recommends award to the responsive, responsible bidder, One Stop Aquatic Safety LLC, in accordance with the bid tabulation.		
Review Committee Members:			
Completed Date:	5/18/2026	Completed By:	Lilia Jaimes-Renteria, NIGP-CPP, CPPB

REVIEW - APPROVALS

Fleet:	Not Applicable	Initials:	IS	Additional Approvals: Finance & Budget: The is item is included in the proposed FY2027 Budget.
HR / Risk:	Not Applicable	Initials:	AS	
ITD:	Not Applicable	Initials:	YC	

Legal Review:	Karen Lieberman	Legal Date:	5/21/2026
Director Authorization:	Malia T. Rivera, NIGP-CPP, CPPO, CPPB	Director Date:	6/26/2026
City Manager Authorization		Item Status:	

Date Created: 5/18/2026 4:39:04 PM

Last Modified: 6/26/2026 12:28:12 AM



City of Homestead
Procurement & Contract Services Department
AWARD RECOMMENDATION / INTENT TO AWARD

To: Pedro Reynaldos, Director of Parks, Recreation, and Open Spaces

From: **Procurement Specialist:** Lilia Jaimes-Renteria, NIGP-CPP, CPPB

Date: 18-May-26

Solicitation # 202603 Type: ITB Item/Service: Pool Operations & Lifeguard Services

Attached are apparent low bid(s), tabulation, and/or ranking for subject items/services requisitioned by your department. Please complete the applicable portions of this form in order that proper presentation and recommendations may be made. Please return this form to the Procurement Specialist as soon as possible.

1. RECOMMENDATION:

A. Which vendor(s) do you recommend? One Stop Aquatic Safety LLC

B. Does this meet specifications as per your request and as advertised? YES ☒ NO ☐

If No, is the variance considered: MINOR ☐ OR MAJOR ☐

Explain: _____

C. Is the recommendation the lowest bid received? YES ☒ NO ☐ N/A ☐

D. List the bids that are low but which you believe DO NOT meet specifications and list reasons why each does not meet specifications; please attach a memorandum of explanation to this form if necessary. (attach an additional sheet if further comment or explanation is required).

2. PROCUREMENT ACTION/RECOMMENDATION(S):

The Procurement & Contract Services Department has reviewed all responses and recommends award to the responsive, responsible bidder, One Stop Aquatic Safety LLC in accordance with the bid tabulation.
Pool Operator/Site Supervisor: 70% rate mark-up
Lead Lifeguard: 70% rate mark-up
Lifeguard: 65% rate mark-up

3. PROCUREMENT COMMENTS (if applicable):

In accordance with Section 2.5 References and Section 2.6 Bidder Qualifications, USA Management, has been deemed non-responsive for failure to meet requirements as stipulated in those sections.

4. APPROVALS:

PRINT NAME <u>Pedro Reynaldos</u> Department Director or designee	SIGNATURE <u><i>Diana Guerra</i></u> Director of Procurement
SIGNATURE <u><i>[Signature]</i></u>	DATE <u>5/26/26</u>
DATE <u>5/19/26</u>	SIGNATURE <u>CAR# 5057</u> Risk Manager
	DATE _____

THIS FORM MUST BE COMPLETED AND RETURNED TO THE PROCUREMENT & CONTRACT SERVICES DEPARTMENT FOR ALL AWARD RECOMMENDATIONS OF \$100,000.01 AND ABOVE. FOR AWARD RECOMMENDATIONS REQUIRING COUNCIL APPROVAL, SUBMIT THIS FORM NO LATER THAN THREE (3) WEEKS PRIOR TO THE PUBLISHED COUNCIL AGENDA ITEM DEADLINES FOR PURCHASING ITEMS.



City of Homestead
Procurement & Contract Services
Malia Rivera, NIGP-CPP, CPPO, CPPB, Director of Procurement
100 Civic Court, Homestead, FL 33030

EVALUATION TABULATION

ITB No. 202603

ITB# 202603-Pool Operations & Lifeguard Services

RESPONSE DEADLINE: April 21, 2026 at 2:00 pm

Vendor	One Stop Aquatic Safety LLC
Pool Operator/Site Supervisor	70%
Lead Lifeguard	70%
Lifeguard	65%

Percent Markup on Hourly Staff Rate

Line Item	Price Form		One Stop Aquatic Safety LLC	USA Management*
	Description	Percentage of Mark-Up	Percentage	Percentage
1	Pool Operator/Site Supervisor	Percentage	70%	15%
2	Lead Lifeguard	Percentage	70%	20%
3	Lifeguard	Percentage	65%	20%

**USA Management: Vendor deemed non-responsive: In accordance with Section 2.5 References and 2.6 Bidders Qualification of the bid document.*

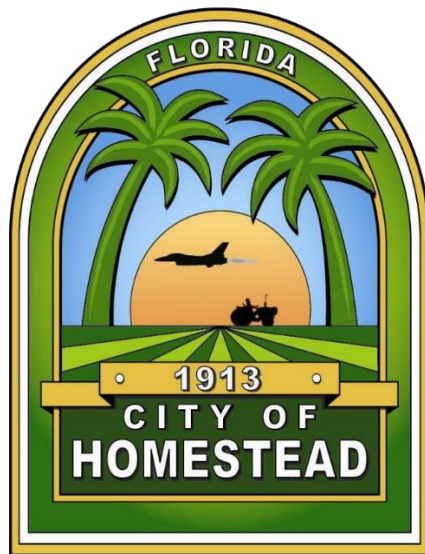
INVITATION TO BID
FOR
ITB# 202603-POOL OPERATIONS & LIFEGUARD
SERVICES
202603

Submittal Due Date:

Tuesday, April 21, 2026 at 2:00 pm, EST

Non-Mandatory Pre-Submittal Meeting:

Tuesday, March 31, 2026, EST



ISSUED BY:

Procurement & Contract Services Department
450 SE 6th Avenue
Homestead, FL 33030

Date Issued: Friday, March 20, 2026

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/cityofhomestead>

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1. INTRODUCTION

1.1. Summary

The purpose of this Bid is to establish a contract, by means of sealed bids, to select a contractor that will provide pool operations and lifeguard services, including full supervision of lifeguard staff as specified herein.

1.2. Contact Information

Lilia Jaimes-Renteria, CPPB, NIGP-CPP

Buyer II

100 Civic Court

Homestead, FL33030

Department: Parks, Recreation, & Open Spaces

1.3. Timeline

Release Project Date:	March 20, 2026
---------------------------------------	----------------

Pre-Bid Meeting (Non-Mandatory):

March 31, 2026, 10:00am

Agenda

A NON-MANDATORY pre-bid conference and site inspection will be held on the date and time listed above in the Procurement & Contract Services Department conference room located at 450 SE 6th Avenue, Homestead, Florida 33030. At that conference all work will be discussed and all questions answered. No questions will be answered verbally except at the pre-bid conference. You may submit questions via the Questions & Answer tab.

A site inspection of the project location will be held immediately after the Pre-Bid Conference.

NOTE

Any Bidder attending this site inspection is required to complete the Site Inspection Indemnity Form (see attachment) or bring a copy of their certificate of insurance evidencing statutory worker's compensation coverage to the pre-bid meeting as these forms will be reviewed prior to anyone going to the Site Inspection. Bidders who do not supply this information will not be permitted to attend the site inspection.

Virtual Option for Pre-Bid Meeting:
Microsoft Teams meeting

Join:

<https://teams.microsoft.com/meet/27440255386585?p=7Oh6zeKh4REXz3IIeB>

Meeting ID: 274 402 553 865 85

Passcode: cz3Ut6Yx

Dial in by phone

	+1 929-346-7292 Phone conference ID: 362 578 92#
Question Submission Deadline:	April 14, 2026, 5:00pm
Submission Deadline:	April 21, 2026, 2:00pm JOIN THE VIRTUAL BID OPENING: Microsoft Teams meeting Join: https://teams.microsoft.com/meet/28190162189198?p=GjT2B3uCIvrr9C2BMl Meeting ID: 281 901 621 891 98 Passcode: 6Fu6Xm9s Dial in by phone 1 929-346-7292 Phone conference ID: 283 510 519# Note: Sessions may be recorded. Please turn your camera off and mute your microphone before joining the meeting.
Committee of the Whole (COW):	Tentative: June 2, 2026
Council:	Tentative: June 17, 2026

2. **SPECIAL TERMS & CONDITIONS**

2.1. **SOLICITATION INFORMATION:**

The City's Procurement and Contract Services Department is the official source to obtain information relating to City of Homestead procurements. It is incumbent on the Respondent to obtain current response/submittal and award information prior to and after the scheduled opening date of a solicitation. Information is updated as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a solicitation. You may obtain award and other solicitation information in a variety of ways, such as:

Solicitation documents are available for download from the City's e-Procurement Portal ("Portal"): <https://procurement.opengov.com/portal/cityofhomestead>

You may also contact the Procurement and Contract Services Department at (305) 224-4620 or visit us during normal business hours, to obtain award information and other documents at:

City of Homestead
Procurement and Contract Services Department
450 SE 6th Avenue
Homestead, FL 33030

Please remember, email notification is provided as a courtesy to our Respondents, but it is the Respondent's responsibility to check with the City of Homestead's Portal at: <https://procurement.opengov.com/portal/cityofhomestead> for current solicitations and other procurement information.

We appreciate your interest in doing business with the City of Homestead.

2.2. SITE INSPECTION:

Prior to submitting the bid, the bidder is required to visit the site of the proposed work and to become familiar with any conditions, which may in any manner, affect the work to be done or affect the equipment, materials and labor required. The bidder is also required to examine carefully the specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

2.3. PROJECT LOCATION:

Roby George Park
201 SW 11th Avenue
Homestead, FL 33030

2.4. RESPONSE TIME:

INTENTIONALLY OMITTED

2.5. REFERENCES:

Each Bid must be accompanied by a list of references [minimum of six], of clients or government organizations for which the Bidder is currently furnishing or has furnished similar services. References shall include the name of the company, a contact person, telephone number, fax number, and email address.

In addition, Bidders are requested to provide their clients with the Reference Questionnaire forms attached herein, and Bidder shall include completed client reference questionnaire forms with their bid. It is the responsibility of the Bidder to ensure timely responses and the return of the questionnaires from their client references. Each bid must have a minimum of three (3) of the six (6) references required complete the attached reference questionnaire. Only forms completed by the client references themselves will be considered. NO BID WILL BE CONSIDERED WITHOUT THIS LIST OR COMPLETED QUESTIONNAIRES.

The City reserves the right to verify and confirm any information submitted in this process. Such verification may include, but is not limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data.

2.6. BIDDER'S QUALIFICATIONS:

Bidders should have been engaged in pool operations and lifeguard services in the State of Florida for a minimum of three (3) consecutive years and identify a minimum of three (3) companies or public entities that have been serviced by Contractor within the past three (3) years. Additionally, Contractor shall be an Equal Opportunity Employer that does not discriminate against qualified individuals on the basis of race, religion, color, sex, age, natural origin or disability. Furthermore, the Contractor shall demonstrate in writing that it will provide a reasonable accommodation to any individual who has a physical disability it is aware of.

1. Maintains a permanent place of business [i.e. length of time in business];
2. Has technical knowledge and practical experience included in this scope of work [i.e. any certifications, or training that you company goes through, along with years of experience using these products or providing these services],
3. Resume and experience of those individuals who will be assigned to this project as Project Manager and/or Project Team;
4. Has not had just or proper claims pending against him or his Work;
5. List of any pending or past litigation including all its principals and officers with the City;
6. Has performed similar type, size and complexity of such project, evidence will consist of listing the type of project and nature of Work for the last three (3) years.
7. Has the available organization and qualified manpower to do the Work [i.e. number of employees, size of warehouse, office, location]; including the availability of staff and financial means to service more than one pool location for the City of Homestead.
8. Has adequate financial status to meet the financial obligations incidental to the work;
9. Has an active Florida Certified Pool Operator License or Aquatic Facility Operator.
10. Has experience with Public Swimming Pools.

Complete and include as part of this Section 2.6, the Bidder Qualifications form provided in Submittals.

Failure to comply with the provisions of this Section 2.6 at the time this bid is submitted, shall render the Bid non-responsive.

2.7. PRICING

Bidder shall quote a markup over “agreed to” pay rate expenses for Pool Operator/Site Supervisor, Lead Lifeguard, Lifeguard inclusive of all expenses including profit and overhead. The City and the Contractor shall agree on the pay rate of the Pool Operator/Site Supervisor, Lead Lifeguard, and Lifeguard at the time of the engagement for that position. Rates shall be comparable to those in the local area.

2.8. PAYMENT:

The City will accept invoices once every two weeks. Each invoice shall be accompanied by a cumulative time sheet detailing all employee time logged for the invoice period as well as a copy of each individual employee’s time card. The time sheet must detail each staff member by name, position title, hourly rate, percentage of mark-up, billable rate, and daily hours worked. Invoices will be subject to verification and approval by the Parks, Reaction, and Open Spaces Director.

All invoices must reference the purchase order number issued by the City. No work shall be performed without issuance of a Purchase Order.

2.9. ADDITIONS/DELETIONS OF FACILITIES/LOCATIONS:

Although this Solicitation identifies specific facilities/location to be serviced and maintained, it is hereby agreed and understood that any new facility/location may be added/deleted to/from this contract at the option of the City, maintaining the same terms, conditions and awarded Bid price.

2.10. ADDITIONAL WORK:

In the event additional work requested is not covered in the bid line items then Contractor will be asked to supply a proposal task order with scope of work details, pricing, schedules, deliverables and not to exceed dollar amount unless authorized by the City contract representative.

2.11. AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

2.12. SUBCONTRACTOR:

INTENTIONALLY OMITTED.

3. GENERAL CONDITIONS

3.1. DEFINITIONS:

When used in these Bid Documents (defined below) or in related documents, the following terms, or pronouns are used in place of them, shall have the meanings given below:

A. **Addendum:** A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

B. **Advertisement for Bids:** The public notice inviting the submission of Bids for the work.

- C. **Bid:** The written offer of a Bidder to perform the Work.
- D. **Bid Bond:** A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.
- E. **Bidder:** Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.
- F. **Bid Documents:** The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.
- G. **Bid Form:** The form on which Bids are submitted.
- H. **Calendar Day:** Everyday shown on the calendar.
- I. **Change Order:** A) A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Architect/Engineer and approved by the City Manager and/or City Council. B) Any addition(s) to the Scope of Work or to a Purchase Order as a result of the Bid award that adds additional costs must be brought to the City's attention and approved by the Procurement Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the City's attention and did not result in a Change Order approved by the Procurement Agent will not be honored.
- J. **Contract:** The written agreement between the City and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.
- K. **Contract Documents:** The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.
- L. **Contractor:** The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the City of Homestead and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.
- M. **Contract Time:** The number of days allowed for completion of the Work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. The Contract Time shall be measured in Calendar Days.

- N. **City:** City of Homestead, a municipal corporation of the State of Florida a political subdivision, Incorporated City within Miami-Dade County of the State of Florida, whose governing body is a City Council consisting of a Mayor, Vice Mayor and five City Council members.
- O. **City Manager:** The Manager of the City of Homestead, Florida.
- P. **Days:** Reference made to Days shall mean consecutive calendar days.
- Q. **Lessee:** Any individual, partnership or corporation having a tenant relationship with the City.
- R. **Liquidated Damages:** The amount that the Contractor accepts, as stipulated herein, that will be deducted from the Contract Sum for each Calendar Day of delay due to a Non-excusable Delay.
- S. **Notice To Proceed (NTP):** The written communication issued by the City to the Contractor directing the Contractor to begin Contract work and establishing the date of commencement of the Work.
- T. **Owner:** The term Owner as used in the Contract shall mean the City, but it excludes the regulatory departments of Development Services, Building Safety, Planning & Zoning, Development and Regulation (Building and Zoning); City Utilities, Departments of Miami Dade County, Department of Environmental Resources Management (DERM); Public Works, Water & Sewer, and Fire Department or their successors.
- U. **Performance and Payment Bonds:** Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.
- V. **Plans:** The drawings or reproductions thereof, prepared by the Architect/Engineer, which show the locations, character, dimensions and details of the Work to be done and which are part of the Contract Documents.
- W. **Project:** The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.
- X. **Subcontractor:** Any individual, firm, partnership, joint venture or corporation supplying the Contractor with labor, materials, supplies and equipment used directly or indirectly by the Contractor in the prosecution of the Work.

- Y. **Substantial Completion:** Substantial Completion of the Work shall occur when the Architect/Engineer certifies that the Work is sufficiently complete, in accordance with the Contract Documents, so that the City may use the Work for the use for which it is intended or for such other use which the City in its sole discretion may determine to be appropriate under the circumstances, and only after receipt of the final certificate of occupancy.
- Z. **Surety:** The bonding company furnishing the Bonds required of a Bidder and of the Contractor.
- AA. **Technical Specifications:** The general term comprising all the written directions, provisions and requirements contained herein, entitled Technical Specifications, those portions of Standard Specifications to which reference is specifically made in the Technical Specifications, and any Addenda, and Change Orders that may be issued for the Contract, all describing the Work required to be performed, including detailed technical requirements as to labor, materials, supplies and equipment and standards to which such Work is to be performed.
- BB. **Work:** The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractors duties and obligations imposed by the Contract Documents.

3.2. EXECUTION OF BID FORM:

Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign Bid shall invalidate same and it shall NOT be considered for award. All Bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications CANNOT be changed or altered in any way. Altered Bids will not be considered. Clarification of Bid submitted shall be in letter form, signed by Bidders and attached to the Bid.

3.3. EXCEPTIONS TO SPECIFICATIONS:

All communications regarding technical, scope, and/or project related questions and requests for clarifications, changes, exceptions, and deviations to the terms and conditions set forth in this ITB shall be submitted via "Q&A" through the City's e-Procurement Portal. Any exceptions to these Sections may be cause for the bid to be considered non-responsive.

Taking an exception to any of the Terms and Conditions or Sections other than Technical Specifications may, depending on the item, cause your response to be deemed non-responsive and not considered for award.

3.4. ADDENDA:

Bidder(s) shall acknowledge receipt of any formal Addenda. Failure to acknowledge Addenda in its Bid may deem its Bid non-responsive provided, however, that the City may waive this requirement in its best interest.

3.5. NO BID:

If not submitting a Bid, respond by returning an original copy of the NO Bid Form, and check off the reason. Repeated failure to bid without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list. NOTE: A Bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated Bid opening date and hour.

3.6. TIE BIDS:

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied Bidders have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (A).
- D. In the statement specified in subsection (A), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3.7. CLARIFICATIONS/INTERPRETATIONS:

- A. It is the Bidder's obligation to notify the City prior to opening of Bids of any conflicts, ambiguities, or discrepancies it finds in the contract documents, in order to allow City to issue appropriate addenda. The City reserves the right to make changes to the contract documents as it finds necessary or in its best interest, at any time prior to the opening of the Bids. Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted through the e-Procurement Portal via the Question & Answer tab.
- B. If any person contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, and has questions or is in need of clarification concerning this Bid, the Bidder must submit to the City of Homestead's Procurement and Contract Services Department at least seven (7) calendar days prior to scheduled bid opening, a "request for clarifications". All such requests for clarification must be made through the e-Procurement Portal via the Q&A tab. The City will make every best attempt to answer all questions submitted after said seven (7) days but cannot guarantee a response. Such questions must be sent through the e-Procurement Portal via the Q&A tab. All written questions, if answered, will be answered in writing, conveyed to all interested Bidders, and posted through the e-Procurement Portal. NO QUESTIONS WILL BE RECEIVED OR ANSWERED VERBALLY.
- C. Any interpretations of the Bid, if made, will be made only by Addendum duly issued by the City of Homestead Procurement and Contract Services Department. The City shall issue an Informational Addendum if clarification or minimal changes are required. The city shall issue a formal Addendum if substantial changes, which impact the technical submission of Bids, are required. A copy of such Addendum will be posted via the E-Procurement Portal Addenda tab. In the event of conflict with the original Contract Documents, Addendum shall govern all other contract documents to the extent specified. Subsequent Addendum shall govern over prior addendum only to the extent specified. Only the interpretation or corrections of the Bid Documents given by addenda shall be binding, and prospective Bidders are warned that no other source is authorized to give information concerning, explaining or interpreting the Bid Documents. Bidders shall not rely on any oral interpretation, or correction of any apparent ambiguity, inconsistency or error offered by any person.
- D. The Bidder shall be required to acknowledge receipt of the Formal Addendum by signing the addendum and including it with the Bid Proposal. Failure of a Bidder to include a signed formal Addendum in its Bid Proposal may deem its Bid non-responsive provided, however,

that the City may waive this requirement in its best interest. The City will not be responsible for any other explanation or interpretation made verbally or in writing by any other city representative.

3.8. BID BINDING:

All Bids submitted shall be binding for 365 calendar days following the Bid Opening.

3.9. CONE OF SILENCE:

Notwithstanding any other provision of these specifications, the provisions as set forth in of Section 2-411.2 “Cone of Silence,” of the City of Homestead is applicable to this Solicitation. The “Cone of Silence” provides, as follows:

- A. **Definitions:** “Cone of Silence,” as used herein, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“RFQ”) or bid, between: a potential vendor, service provider, proposer, Bidder, lobbyist, or consultant, and: the City Council members, City’s professional staff including, but not limited to, the City Manager and his or her staff, any member of the City’s selection or evaluation committee.
- B. **Restriction; Notice:** A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the City Manager or his or her designee shall provide for public notice of the Cone of Silence by posting a notice at the City Hall. The City Manager shall issue a written notice thereof to the affected departments, file a copy of such notice with the City Clerk, with a copy thereof to each City Councilmember, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.
- C. **Termination of Cone of Silence:** The Cone of Silence shall terminate at the beginning of the City Council meeting (whether regular, special or Committee of the Whole meeting) at which the City Manager makes his or her written recommendation to the City Council. However, if the City Council refers to the Manager’s recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.
- D. **Exceptions to Applicability:** The provisions of this section shall not apply to:
 - 1. Oral communications at Pre-Bid Conferences;
 - 2. Oral presentations before selection or evaluation committees;
 - 3. Public presentations made to the City Councilmembers during any duly noticed public meeting;

4. Communications in writing at any time with any City employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The Bidder or proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
 5. Communications regarding a particular RFP, RFQ or Bid between a potential vendor, service provider, proposer, Bidder, lobbyist or consultant and the City's Procurement and Contract Services Agent or City employee designated responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
 6. Communications with the City Attorney and his or her staff;
 7. Duly noticed site visits to determine the competency of the Bidders regarding a particular bid during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
 8. Any emergency procurement of goods or services pursuant to City Code;
 9. Responses to the City's request for clarification or additional information;
 10. Contract negotiations during any duly noticed public meeting;
 11. Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, Bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.
 12. Contract negotiations between city staff and individuals or representatives of entities that have proposed to enter into a public-private partnership with the city in accordance with F.S. § 255.065, as amended from time to time.
- E. **Penalties:** Violation of this section by a particular Bidder or proposer shall render any RFP award, RFQ award or bid award to said Bidder or proposer voidable by the City Council or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.

Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

3.10. AWARD OF CONTRACT:

- A. Award will be made only to responsible, licensed contractors possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Contractors submitting Bids must be regularly engaged in the trade or trades relating to the Bids submitted.
- B. Responsible Vendor Determination: Proposer/Bidder is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
- C. The contract will be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Solicitation, is most advantageous to the City of Homestead. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the methods described below. Tie Bids will be decided as described in the General Conditions.
- D. In the best interest of the City of Homestead, the City reserves the right to reject all Bids or any portion of any Bid they deem necessary for the best interest of the City, to accept any item or group of items unless qualified by the Bidder, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of these Bid Documents shall conform to applicable Florida Statutes.
- E. Bid prices should be submitted with the understanding that the City of Homestead is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.
- F. The City shall award a contract to a Bidder through action taken by the City of Homestead City Council at a duly authorized meeting. Acceptable Bids which are for an amount not exceeding \$50,000 will not have to go through Council and may be awarded by the City Manager or the Procurement & Contract Services Director. This action shall be administratively supported by a written award of acceptance and the issuance of a Purchase Order, mailed or otherwise furnished to the successful Bidder; which shall constitute a binding contract without further action by either party.
- G. The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Bidder's Proposal, Addenda and the Purchase Order are collectively an integral part of the contract between the City of Homestead and the successful Bidder. While the City of Homestead City Council may determine to award a contract to a Bidder(s) under this

Solicitation, said award may be conditional on the subsequent submission of other documents as specified in Section 2-Special Conditions of this Bid. The Bidder shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City, through the Procurement & Contract Services Director, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

- H. The Term of the Contract shall be stipulated in the Purchase Order, which is issued to the successful Bidder(s). Where there is a conflict between the contractual period stipulated in the Solicitation and the contractual period stipulated on the Purchase Order, the Bid shall prevail. If the contract involves a single shipment of goods to the City, the contract term shall be concluded upon completion of expressed and implied warranty periods.
- I. The City reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period provided that such option is stipulated in the Special Conditions. If the City exercises the right in writing, the Bidder shall update and submit any legal documents required during the initial Solicitation no later than sixty (60) calendar days prior to the commencement of the option period. These documents, which are specified in the Special Conditions and include, but are not limited to, insurance certificates and performance bonds, must be in force for the full period of the option. If the updated documents are not submitted by the Bidder in complete form within the time specified, the City may rescind its option, declares the Bidder to be in default of its contractual obligations and award to the next low Bidder or seek a new Bid Solicitation. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess cost sustained and/or may prohibit the Bidder from submitting the future Bids for a period of one year.
- J. The City reserves the right to automatically extend this contract for a maximum period not to exceed one hundred and twenty (120) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right.
- K. The City of Homestead reserves the right not to award or to reject Bids from Bidders that are currently in litigation with the City of Homestead or as a result of any prior lawsuits.

- L. Bidder must bid on all items listed on the Bid Form to qualify for award of the Contract. Bid will be awarded on an all or nothing basis.

3.11. CONTRACT EXTENSION(S):

- A. The contract terms and extension(s) are specified in the Term of Contract/Method of Award of this Bid. The City Manager may renew the Contract subject to Bidder acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. Notification of Intent to Renew will be e-mailed thirty (30) to one-hundred fifty (150) calendar days in advance of expiration date of this Contract. All prices, terms and conditions shall remain firm for the initial period of the Contract and for any renewal period unless subject to price adjustment specified as a “special condition” hereto. In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Procurement & Contract Services Manager. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect under the contract when this extension clause is invoked by the City.
- B. The City reserves the right to exercise the option to renew a term Contract of any successful Bidder(s) to a subsequent optional period provided that such option is stipulated in the Special Conditions. If the City exercises the right in writing, the Bidder shall update and submit any legal documents required during the initial Solicitation by no later than sixty (60) calendar days prior to the commencement of the option period. These documents, which are specified in Term of Contract/Method of Award, include, but are not limited to, insurance certificates and performance bonds, must be in force for the full period of the option. If the updated documents are not submitted by the Bidder in complete form within the time specified, the City may rescind its option, declare the Bidder to be in default of its contractual obligations and award to the next low Bidder or seek a new Bid Solicitation. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess cost sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year. The City reserves the right to automatically extend the Contract for a maximum period not to exceed one hundred and twenty (120) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right.

3.12. OPEN-END CONTRACT:

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end Contract. Estimated quantities will be used for Bid comparison

purposes only. The City of Homestead reserves the right to: issue purchase orders as and when required, or issue a blanket purchase order for individual agencies and release partial quantities. No delivery shall become due or be acceptable without a written order by the City, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

3.13. SECONDARY/OTHER BIDDERS:

The City reserves the right in the event the primary Bidder cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.

3.14. NON-EXCLUSVITY:

It is the intent of the City to enter into agreement with the successful Bidder that will satisfy its needs as describe herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the Work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

3.15. WITHDRAWAL OF BIDS:

After opening, no changes in prices or other provisions shall be permitted. Respondents may withdraw or correct a submittal prior to the stipulated date and time for the opening of the Solicitation.

3.16. REJECTION OF BIDS:

- A. Bids that do not contain completed and properly executed forms and affidavits, as required and included in these Bid Documents, may be rejected by the City.
- B. Bids which are not responsive to the Bid Documents shall be rejected by the City.
- C. Bids will be considered irregular and may be rejected if they contain omissions, alterations of form, additions not called for, unauthorized alternate bids, or other irregularities.
- D. Any of the following additional factors may be considered sufficient cause for the rejection of the Bid.
 - 1. Bid submitted on a form other than that furnished by the City;
 - 2. Submission of more than one Bid for the same work by an individual, firm, partnership or corporation under the same or different names;
 - a. Affiliated entities are defined as business concerns that are affiliates of each other when, either directly or indirectly, one concern controls or has the power to control the other, or a third party controls or has the power to control both

- b. Indicators of control include, but are not limited to: interlocking management or ownership, shared facilities and equipment, or common use of employees
 - c. Identical pricing submitted by ostensibly separate entities shall be considered sufficient evidence of a lack of independent price determination and may result in the immediate rejection of all affected bids.
3. Evidence of collusion among Bidders;
 4. Previous participation in collusive bidding on work for the City;
 5. Submission of an unbalanced Bid in which the prices bid for some items are out of proportion to the prices bid for other items;
 6. Lack of Competency of Bidder. The Contract will be awarded only to a Bidder considered to be capable of performing the work as required by the Contract Documents. The City may declare any Bidder ineligible at any time during the process of receiving bids or awarding the Contract where developments arise which, in the opinion of the City, adversely affect the Bidder's competency to perform the work and to discharge its responsibilities under the Contract;
 7. Lack of capability as shown by past performance of Bidder's work for the City, judged from the standpoint of workmanship and progress;
 8. Unfinished work for which the Bidder is committed by contract, which, in the judgment of the City, might hinder or prevent the prompt completion of work under this Contract if awarded to such Bidder;
 9. Being in arrears on any existing Contract, or having been sued to enforce the City's rights on a construction contract, or having failed to complete the Work, the punch list, or warranty items, or having defaulted on a previous contract with the City;
 10. If the Bid does not contain a bid price for each pay item listed in the Bid, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a bid price;
 11. If the Bid is not accompanied by the Bid guaranty, if one is being required.

3.17. PRICES QUOTED:

Bidder should deduct trade discounts and quote firm net prices and give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. / C.I.F. destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made

to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

3.18. LOCAL PREFERENCE:

In accordance with City Code Section 2-411, there shall be a fifteen (15%) percent local preference given to local businesses who are holders of current city local business tax receipts for businesses which are physically located within the city limits of Homestead and have held such local business tax receipts for a minimum of one year prior to asserting the local preference. Said fifteen (15%) percent local preference must be asserted by the party seeking it at the time the competitive quotation, bid or proposal is made and shall be calculated by the purchasing department in rating competitive quotations, bids or proposals which are governed by this section of the Code of the city. The local preference shall not apply if the solicitation specifications of the city so state. Further, said local preference, as described above, shall only be applied in certain situations and shall be specifically governed by the below-described limitations:

1. No local preference for competitive quotations, bids or requests for proposals shall be applied where prohibited by law, regulation or applicable agreement.
2. That when local preference has been used in computing award recommendations, either for the purchase of goods or for the purchase of services, the city council shall not reject the low bid solely based upon the locale of the said business. Under a competitive process solicitation, when a responsive, responsible non-local business submits the lowest price offered, and the offer submitted by one or more responsive, responsible local businesses is within fifteen percent (15%) of the price submitted by the nonlocal business, each of the aforementioned responsive, responsible local businesses shall have the opportunity to submit, within five (5) working days of notice of intent to award a best and final offer equal to or lower than the amount of the low offer previously submitted by the non-local business. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid, quote or proposal. In the case of a tie in the best and final bid, quote or proposal between a local business and a non-local business, contract award shall be made to the local business. In the case of a tie in the best and final bid quote or proposal between two or more local businesses, the contract shall be awarded in accordance with procedures established by the City Manager.

3.19. BID SUBMITTAL & FORMS:

Other forms to be included with your submission include the following: ADA Disability Nondiscrimination Statement, Business Entity Disclosure Statement/Conflict of Interest , Certificate of Debarment, Drug-Free Workplace Affidavit, Scrutinized Companies Form, E-Verify, Sworn Statement on Public Entity Crimes form, Performance Survey Form, minimum of three Reference Questionnaires completed by references, Notification of Social Security Number, W9, and all required product information and any other items as indicated in this Section or any

part of this Invitation to Bid. Bids will be considered “Non-Responsive” for lack of including the required sealed Bid Bond Form if the required forms are not submitted by the due date and time specified. Bids may also be rejected for lack of including other forms as indicated in this section or any other section in this Invitation to Bid or issued Addenda.

A. STATEMENT OF NO BID:

Bidders in receipt of a bid notice that are not able to bid for any reason whatsoever, must complete the NO BID form attached hereto prior to the stipulated bid opening deadline.

B. AMERICANS WITH DISABILITIES ACT OF 1990:

Equal Opportunity for Individuals with Disability

The Contractor and the City of Homestead, (hereafter “owner”) shall agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this Contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives. It is expressly agreed and understood that any approval by the owner of the services

provided by the contractor pursuant to this Contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph. It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

C. BUSINESS ENTITY DISCLOSURE STATEMENT/CONFLICT OF INTEREST:

Bidder or Vendor hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent, domestic partner, stepmother, stepfather, or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder or as defined by Miami Dade County. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Bidder. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City Manager upon advice of the City Attorney. Further, Bidder or Vendor recognizes that with respect to this transaction or Bid, if any Bidder or Vendor violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. Bidder or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Vendor," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

D. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS:

The Bidder certifies by submission of the Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded

from participation in this transaction by the City of Homestead, Miami-Dade County, the State of Florida or Federal Government. Further, Bidder certifies that it has divulged, in its Bid response, information regarding any of these actions or proposed actions with other governmental agencies.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid to provide any goods or services to a public entity, may not submit a Bid to contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The awarded Bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded Bidder must provide documented proof of efforts to comply with this requirement. The City may declare any noncompliance or lack of diligent effort by the awarded Bidder to comply as a breach of contract and immediately terminate the services of the awarded Bidder.

E. DRUG-FREE WORKPLACE AFFIDAVIT:

In the event of identical tie low Bids, preference shall be given to businesses with drug-free workplace programs. Bidders with such programs shall complete and submit the attached form with Bid.

All persons and entities that contract with City of Homestead are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

F. PUBLIC ENTITY CRIMES (PEC):

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

G. PERFORMANCE SURVEYS:

The City conducts monthly, quarterly and post project performance surveys for vendors

whom are awarded Bids and contracts. Surveys will be sent to the user-departments and will be used as a monitoring device to gauge performance and to utilize when awarding or renewing contracts.

H. REFERENCE

QUESTIONNAIRES:

Bidder's shall provide their clients with the Reference Questionnaire attached herein, and Bidder shall include completed client reference questionnaire forms with their Bid. It is the responsibility of the Bidder to ensure timely responses and the return of the questionnaires from their client references. Only forms completed by the client references themselves will be considered. No Bid will be considered without the minimum required completed questionnaires as specified in these Bid Documents. The City reserves the right to verify and confirm any information submitted in this process. Such verification may include, but is not limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data.

I. NOTIFICATION OF SOCIAL SECURITY NUMBER COLLECTION AND USAGE:

In compliance with Florida Statutes §119.071(5), the City of Homestead Procurement & Contracts Department collects and uses your Social Security number in performance of the City's duties and responsibilities. A Social Security number is only used for legitimate employment business purposes in compliance with completing a Vendor Application in lieu of a Federal Employer Identification Number (FEIN).

J. W9

FORM:

Bidder shall provide a completed W9 tax form which certifies an individual's tax identification number. A tax identification number (TIN) is the Social Security number of an individual or the Employer Identification Number of a business, fiduciary or other organization. This form must also be present in a brokerage account's files to avoid backup withholding by the IRS.

K. SCRUTINIZED COMPANIES:

1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

2. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

L. E-VERIFY:

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

M. NONCOERCION

AFFIDAVIT:

In accordance with Section 787.06, Florida Statutes, the City requires all vendors executing, renewing or extending a contract with the City to execute the required City affidavit, attesting that vendor does not use coercion for labor or services.

- N. BIDDER'S QUALIFICATIONS:** Refer to Section 8 Submittals, and all required product information and any other items as indicated in this Section.

- O. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED:** In accordance with Section 287.138, Florida Statutes, each bidder,

respondent, proposer, or vendor, is required to properly complete, execute and submit to the City the attached Affidavit which is required by the statute.

3.20. LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where Bidder is required to enter or go onto City property to deliver materials or perform the Work, it must be properly coordinated in advance and the Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Miami-Dade County and City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor (or agent) or any person the Contractor has designated in the completion of the Contract.

The Bidder shall obtain and pay for all certificates of competency, licenses, insurance, permits, inspection fees, and any other certification necessary or required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Building, mechanical, electrical, plumbing and structural permit plans or installations which are reviewed by a third party are subject to fees. Those fees required by the County [i.e.] fire, impact fees, DERM, code compliance, and State fee's and surcharges are the responsibility of the Contractor and cannot be waived by the City. The Bidder shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.

3.21. LICENSING:

Bidder(s) shall submit, with their Bid, a copy of their valid occupational/business license and State registration [Florida State Registration can be located and printed at www.Sunbiz.org]. Bidder must also submit certificates of competency, licenses or any other certification necessary to complete the Contract. Bidders must be in good standing and authorized to transact business in the State of Florida. Must not be listed in the System for Award Management (SAM) as an excluded party. In addition, all licenses required for Bidders whose businesses and professions are regulated by the Florida Department of Business and Professional Regulation must be active and current.

3.22. LOCAL BUSINESS TAX (OCCUPATIONAL LICENSE) REGISTRATION:

The Contractor shall be responsible for obtaining and maintaining throughout the Contract period his or her city or county business tax receipts. Each Bidder submitting a Bid on this Invitation to Bid shall include a copy of the company's business tax receipt with the Bid response. For information specific to City of Homestead business tax receipt, please call Development Services at (305) 224-4504. If the Contractor is operating under a fictitious name as defined in Section 865.059, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the Bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulations or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida.

3.23. CERTIFICATE OF INSURANCE:

After acceptance of Bids, the City will notify the successful Bidder to submit a certificate(s) of insurance naming the City as an additional insured. Contractor shall provide and maintain insurance coverage as required herein in-force until all the Work to be performed under the Contract has been completed and accepted by City (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth in Section 6 Insurance.

3.24. INDEMNIFICATION:

To the fullest extent permitted by law the Bidder shall hold harmless, defend at its own expense, and indemnify the City, its officers, agents, employees, directors, independent contractors, volunteers, successors and assigns and other authorized representatives from and against any and all liability, claims, demands, damages, losses, expenses, including reasonable attorney's fees, arising from all acts or omissions, misfeasance, or malfeasance of the Bidder, or its officers, agents, servants, independent contractors or employees, including fines, fees, expenses, penalties, and attorney's fees for trial and on appeal, and of any kind and nature arising out of the actions of the Bidder connected with the Bid or the performance of any agreement resulting from this Bid, whether by act or omission of the Bidder, its agents, servants, employees or others; and including those claims or liabilities arising from City's negligence, except to the extent said claim or liability is caused by the sole negligence or intentional wrongful act of the City or City's agents or employees.

These indemnification provisions are independent of and shall not in any way be limited by the insurance contracts required by this Contract and does not in any way relieve Bidder from liability under this section.

3.25. BID BOND:

INTENTIONALLY OMITTED.

3.26. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

INTENTIONALLY OMITTED.

3.27. BID TABULATIONS:

Bid tabulations are posted on the City website at:
<https://procurement.opengov.com/portal/cityofhomestead>.

3.28. BILLING INSTRUCTIONS:

Invoices, unless otherwise indicated, must show the purchase order number and respective Bid number and shall be submitted to the City of Homestead (100 Civic Court Homestead, FL 33030) with the requesting Department labeled on the mailing envelope.

3.29. INCORRECT PRICING/INVOICES:

Any pricing on invoices that is incorrect or freight charges that were not included on the original Bid Pricing and/or Purchase Order, must be brought to the attention of the Procurement Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that

were not brought to the City's attention and did not receive written approval via a Change Order issued by the Procurement Agent will not be honored.

3.30. TAXES:

The City of Homestead is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

3.31. EQUIVALENTS:

If Bidder offers makes of equipment or brands of supplies other than those specified in the following, he must so indicate on his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a bid in complete compliance with the specifications as listed on the attached form.

Manufacturer's name, brand name and model number may have been used in these specifications for the purpose of establishing minimum requirement of level of quality, standards of performance and design required and is no way intended to prohibit the bidding of other manufacturer's items of equal material, unless otherwise indicated. Equal (substitution) may be bid, provided product so bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. **Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) and test results of unit bid as equal.**

3.32. SAMPLES:

Upon requests, the Bidder shall provide a complete and accurate sample of the product(s) which they propose to furnish. These items must be furnished free of expense and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Bidder's name. Failure of Bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Procurement and Contract

Services Department, 450 S.E. 6th Avenue Homestead, FL 33030 or mailed to 100 Civic Court, Homestead, FL 33030.

3.33. SAFETY DATA SHEETS (SDS):

Bidder shall supply the City with a SAFETY DATA SHEET (SDS), for any and all applicable commodities contained in this formal Bid. If an award includes materials that require a SDS, the SDS must be included and accompany the delivery of these materials to the City per OSHA standard: (Subpart Z, Toxic and Hazardous Substances, 29 CFR 1910.1200(g)). If material is not hazardous, is exempted in the OSHA HazCom Standard 29 CFR 1910.1200(g) and does not require an SDS, provide a written statement from the manufacturer supporting this claim.

3.34. PRODUCT/CATALOG INFORMATION:

All Bidders may be requested to submit catalog information on the product(s) and/or unit(s) they propose to furnish if awarded this Contract. Failure to submit such information will result in rejection of your Bid.

All Bids that include substances found on the current Florida Toxic Substance List must be submitted with a Material Data Sheet, in accordance with Florida Statutes – Chapter 422.106.

3.35. SUBSTITUTIONS:

The City of Homestead, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments will be returned at the Bidder's expense.

3.36. MISTAKES:

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk.

3.37. ESTIMATED QUANTITIES:

Quantities stated are for Bidders' guidance only and no guarantee is given or implied as to quantities that will be used during the Contract period. Estimated quantities are based upon previous needs and estimated usage for one year period. Said estimated quantities may be used by the City for the purpose of evaluating the low Bidder meeting specifications.

3.38. CONDITIONS AND PACKAGING:

It is understood and agreed that any item offered or shipped as a result of these Bid Documents shall be the latest new and current model offered (most current production model at the time of this Bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

3.39. INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the

buyer unless loss or damage results from negligence by the buyer. If the materials or services supplied to the City are found to be defective or to not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at Bidder's expense.

3.40. NOTE TO VENDORS DELIVERING TO WAREHOUSE:

Receiving hours are Monday through Friday, excluding holidays, from 7:00 A.M. to 3:30 P.M. The warehouse is located at 450 S.E. 6th Avenue Homestead, FL 33030.

3.41. QUALITY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, the latest model, of the best quality, and highest grade workmanship.

3.42. WARRANTY:

All warranties, express or implied, shall be made available to the City for goods and services covered by these Bid Documents. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the City, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. Section 2 of the Bid may supersede the manufacturer's standard warranty.

3.43. PRODUCT RECALL:

In the event the awarded Bidder receives notice that a product delivered by the awarded Bidder to the City has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded Bidder shall notify the City's Bid Procurement Agent within two (2) business days of receiving such notice. The City's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded Bidder's duty to notify the City's Procurement Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the City shall include the name and description of the affected product; the approximate date the affected product was delivered to the City; the Bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the City, if necessary to protect the health, welfare, and safety of the City, residents or employees; and any health hazards known to the awarded Bidder which may be caused or created by the affected product. The awarded Bidder shall, at the option of the Procurement Department and/or Procurement Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the City. Unless it was absolutely necessary for the City to dispose of the affected product, the awarded Bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the City, without causing significant inconvenience to the City.

At the option of the City, the awarded Bidder may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The

awarded Bidder will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the City will be considered a default.

3.44. COMPLETE PROJECT REQUIRED:

These specifications describe the various items or classes of Work required, enumerating or defining the extent of same necessary, but failure to list any item or classes under scope of the several sections shall not relieve the Contractor from furnishing, installing or performing such Work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

3.45. UNDERWRITERS' LABORATORIES:

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

3.46. AMERICAN MADE:

The City Council of Homestead, acting in session on June 20, 1983, adopted Resolution No. 83-06-21 which states, "That it is the intent and policy of the City Council of the City of Homestead, Florida, that the needs of the City of Homestead for supplies, materials and equipment be met using only those supplies, materials and equipment manufactured in the United States of America when same are available and when the price of same and the Bid of same is consistent with the bidding procedures of the City Code of the City of Homestead."

3.47. NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder. Any violation of these stipulations may also result in:

- A. Vendor's name being removed from the vendor list.
- B. All departments being advised not to do business with vendor.

3.48. DISPUTES:

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

3.49. LEGAL REQUIREMENTS:

Federal, state, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

3.50. PATENTS AND ROYALTIES:

The Bidder, without exception, shall indemnify and save harmless the City of Homestead, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of Homestead, Florida. If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

3.51. OSHA:

The Bidder warrants that the product supplied to the City of Homestead, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of Contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for same.

3.52. ANTI-DISCRIMINATION:

The Bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

3.53. DEFAULT:

In the event of default on a Contract, the successful Bidder shall pay all attorneys' fees and court costs incurred in collecting any liquidated damages.

3.54. BIDDER'S FACILITIES:

The City reserves the right to conduct site visits to Contractor's business location(s) at any time with prior notice and/or may request that Contractor participate in live presentations. The selection of a Contractor may be based wholly or in part upon the results of site visits or live presentations.

3.55. DISCLAIMER:

The City may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise these Bid Documents; postpone or cancel at any time during this Bidding process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City's requirements will not be considered. After all Bids are analyzed, organization submitting bids that appear, solely in the opinion of the City, to be the most responsive/responsible, shall be submitted to the City of Homestead's City Council, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the Bid, which is, in the sole opinion of the City Council of the City of Homestead, in the best interest of the City. The issuance of this Bid constitutes only an invitation to make presentations to the City of Homestead. The City reserves the right to determine, at its sole discretion, whether any aspect of the Bid satisfies the

criteria established in these Bid Documents. In all cases the City shall have no liability to any contractor for any costs or expense, incurred in connection with these Bid Documents or otherwise.

3.56. EVIDENCE:

The submission of a Bid shall be prima facie evidence that the Contractor is familiar with and agrees to comply with the contents of these Bid Documents.

3.57. DEMONSTRATION OF COMPETENCY:

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City of Homestead.
- B. The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City in making the award in the best interest of the City.
- C. The City may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Proposal may render the Bid non-responsive.
- D. The City may, during the period that the Contract between the City and the successful Bidder is in force, review the successful Bidder's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful Bidder no longer possesses the financial support, equipment and organization which would have been necessary during the Bid evaluation period in order to comply with this demonstration of competency section.

3.58. EMPLOYEES:

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Homestead. The Contractor shall supply competent and physically capable employees and the City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. Each employee shall have and wear proper identification.

3.59. ASSIGNMENT:

The Contractor agrees not to enter into subcontracts and shall not assign, transfer, convey, sublet or otherwise dispose of the Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the City of Homestead.

3.60. OPTIONAL CONTRACT USAGE:

As provided in Section 287.042 (16), Florida Statutes, other State agencies may purchase from the resulting contract, provided the Department of Management Services, Division of Procurement and Contract Services, has certified its use to be cost effective and in the best interest of the state. Contractors have the option of selling these commodities or services certified by the Division to the other State agencies at the agencies option.

3.61. SPOT MARKET PURCHASES:

It is the intent of the City to purchase the items specifically listed in these Bid Documents from the awarded Bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

3.62. SUNSHINE LAW:

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the City's evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

3.63. FORCE MAJEURE:

The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Contract.

3.64. COLLUSION:

By offering a submission pursuant to this Invitation to Bid, the Bidder certifies the Bidder has not divulged, discussed or compared his Bid with other Bidders and has not colluded with any other Bidder or parties to this Bid whatsoever. Also, the Bidder certifies, and in the case of a joint bid, each party thereto certifies, as to his own organization, that in connection with this Bid.

Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.

Any prices and/or cost data quoted for this Bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening, directly or indirectly to any other Bidder or to any competitor.

No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee accepting bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

3.65. ELIGIBILITY:

All agents, employees and subcontractors of the Bidder retained to perform services pursuant to this Bid shall comply with all laws of the United States concerning work eligibility.

3.66. PROPERTY:

Property owned by the City is the responsibility of the City. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Homestead. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

3.67. TERMINATION FOR DEFAULT:

If Contractor defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, either the City Manager or the City Council of Homestead may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the

Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City under Section 3.68. City Manager may terminate this Agreement immediately if the City Manager deems it to be for the health, safety, and welfare of the public.

3.68. TERMINATION FOR CONVENIENCE:

The City Manager may terminate the Contract, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination. In no event shall City be liable for consequential damages, including anticipated lost profits on work not performed on this or any other project.

3.69. SUBCONTRACTORS:

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor, sub-subcontractor and the City. Contractors shall be as fully responsible to the City for the acts and omission of the subcontractors and sub-subcontractors as for the acts and omissions of person(s) directly employed.

3.70. CONFIDENTIALITY:

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If the Bid submittal contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

3.71. GOVERNING LAW AND VENUE:

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

3.72. ATTORNEY'S FEES:

In connection with any litigation, mediation and arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and including appellate litigation and any post-judgment proceedings.

3.73. NO PARTNERSHIP OR JOINT VENTURE:

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City and Contractor, or to create any other similar relationship between the parties.

3.74. PARTIAL INVALIDITY:

If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision

to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

3.75. PROVISIONS BINDING:

Except as otherwise expressly provided in these Bid Documents, all covenants, conditions and provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

3.76. HEADINGS AND TERMS:

The headings to the various paragraphs of these Bid Documents have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

3.77. ENTIRE AGREEMENT:

The Contract consists of this Invitation to Bid, General and Special Conditions, Minimum Technical Specifications, Addenda, Contractor's Response, all items attached and any written agreement entered into by the City and Contractor, and are made part of and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. This Contract may be modified only by a written agreement signed by the City of Homestead and Contractor.

3.78. AUDITS:

The City shall have access to all books, records, and documents of the successful Bidder which directly relate to the Work to be performed for the purpose of inspection and auditing upon reasonable written notice during normal business hours at the office of the Contractor or at some location mutually agreed upon by the City and the Contractor.

3.79. DAVIS-BACON AND ARRA:

American Recovery and Reinvestment Act funds used for a transaction that involves a new construction or repair contract, exceeding \$2,000 must comply with the prevailing wage requirements of the Davis-Bacon and Related Acts requirements.

Section 1606 of the ARRA legislation: "Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and sub-contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code."

- Davis-Bacon applies to all ARRA projects
- Applies for the entire project, not just the portion funded by ARRA.

3.80. MINIMUM WAGE RATES:

U.S. Department of Labor: In projects having Federal participation, minimum wage rates for the proposed work will be established by the U.S. Department of Labor, Employment Standards Administration. Schedules of labor classifications and corresponding wage rates and benefits will be included in the Bid Documents.

3.81. ORDER OF PRECEDENCE:

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

3.82. PUBLIC RECORD LAW:

PUBLIC RECORDS:

- A. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- B. Upon request from the City custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

- F. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Section 119.0701(2)(a), Florida Statutes:

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

Custodian of Records: ELIZABETH SEWELL, CITY CLERK

Mailing address: 100 CIVIC COURT, HOMESTEAD, FL 33030

Telephone number: (305)224-4442

Email: ESEWELL@HOMESTEADFL.GOV

4. SCOPE OF WORK

4.1. GENERAL:

The contractor will be responsible for providing lifeguards and managing pool operations at the locations specified by the City. The contractor shall be completely responsible for supervising its personnel in accordance with the contract specifications, terms, and conditions, and will exercise exclusive control over all individuals employed to fulfill the requirements of the contract. All personnel assigned to perform these services will be employees of the Contractor and not of the City.

The City will supply the chemicals necessary for pool water quality monitoring. The Contractor will be responsible for the routine maintenance of the pool. The City will also provide janitorial cleaning supplies for the upkeep of the aquatic facility, including restrooms and locker rooms.

Workdays, hours of operation, and the number of lifeguards required may vary daily and seasonally based on anticipated pool usage. The Contractor will be responsible for ensuring appropriate lifeguard coverage at all times. The City reserves the right to increase or decrease operating days and hours in accordance with the pool schedule.

The Roby George pool facility includes an eight-lane heated pool, locker rooms, office space, and pool equipment and storage rooms.

4.2. QUALIFICATIONS:

The City of Homestead has established minimum specifications which include special and specific vendor qualifications to assure and maintain the quality of the programs provided at the facility. The awarded Contractor should possess municipal swimming pool management skills and experience with swimming facilities as indicated in the minimum qualifications criteria stated in Section 2.

The Contractor shall have at least three (3) years of experience operating public swimming pools and hold a Certified Pool Operator license.

If requested by the City, Contractor agrees to remove any employee and substitute an acceptable person at that lifeguard post. Contractor is responsible for ensuring employees have completed all required training and certifications before being assigned to work as a site supervisor and lifeguard. Contractor shall provide the City with a list of names, and telephone numbers, and training dates of all guards, back-up guards, and field supervisors. Changes to the list are to be provided to the City as they occur.

The on-site Manager for the Contractor, and/or the team should have, AT A MINIMUM, the following expertise, certification, and proven capability:

- A. Certified Pool Operator (CPO) or Aquatic Facility Operator (AFO) certification.
- B. Experience in successfully implementing an aquatic risk management system that includes at a minimum the following: facility operations audits, lifeguard performance audits and vigilance awareness validation.
- C. Evidence of knowledge of current aquatic industry standards of care related to water chemistry and disease prevention procedures; lifeguard best practices; use of adjunct equipment (i.e. rescue equipment, automatic external defibrillator units and emergency oxygen).
- D. Three (3) years of experience in managing/operating an aquatic facility of comparable or greater size.
- E. All Federal (OSHA), State and County standards must be followed for both the employees and participants (citizens) with respect to Bloodborne Pathogens and infectious diseases.
- F. Instructors providing lessons are required to have Lifeguard and Water Safety Instructors (WSI) certification, or the equivalent, as well as training or certification in adaptive aquatics for the handicapped.
- G. The Contractor shall remain in compliance with all City, County, State, and Federal laws and regulations as well as minimum industry safety standards related to pool and aquatic program operations.
- H. Must possess a current/valid Lifeguard Training certification issued by the American Red Cross, YMCA or Ellis and Associates; and
- I. Must possess a current/valid Cardiopulmonary Resuscitation for the Professional Rescuer/Automated External Defibrillator (CPRFPR/AED) certification issued by the American Heart Association or American Red Cross; and
- J. Must possess a current/valid First Aid certification issued by the American Heart Association or American Red Cross; and

- K. Must possess a current/valid Water Safety Instruction (WSI, if teaching lessons) certification or equivalent issued by the American Red Cross, YMCA or Ellis and Associates; or a minimum of six (6) months (equivalent to 1,40 hours) of verifiable experience as a lifeguard and/or trainee.
- L. Communication: Ability to speak, write, listen and secure information in a variety of settings.
- M. Teamwork: Ability to work effectively with others to achieve optimal collective results.
- N. Service Attitude/Customer Service: Identifies the needs and wants of members as priority and responds in an effective and timely manner to enhance every person's experience.
- O. Self-Management: Ability to direct personal performance to achieve desired results.
- P. Flexibility/Managing Change: Ability to know your environment, initiate and respond effectively to changing conditions.

4.3. BACKGROUND CHECK:

The Contractor is required to provide a Level 2 criminal background check pursuant to section 435.04, Florida Statutes and a sexual offender background check of all employees contracted for assignment to the City of Homestead. The criminal background check shall consist of a Florida Department of Law Enforcement ("FDLE"), Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) criminal records check. Evidence of each employee's successful passing of all background screenings will be required to be provided to the City prior to any employee working at any aquatic City facilities. Any employee not meeting this requirement will not be permitted to work at any of the City facilities.

The Contractor shall mandate that all employees utilized by the Contractor for the City of Homestead for lifeguards and/or pool operators, report any criminal charges brought against them immediately. The Contractor, upon receipt of such information, will immediately notify the City of Homestead.

4.4. PERSONNEL:

For service provided under this contract, the Contractor shall employ persons who are neat, clean, well groomed, and courteous and at least seventeen (17) years of age. All personnel must be uniformly identified at all times. All personnel is expected to perform their duties in a professional, service-oriented manner. Adherence to quality standards will be required.

The Contractor shall, at all times, comply with all rules, regulations and ordinances of City and any other governmental agency having jurisdiction. The Contractor shall further take all precautions and extreme care to conduct its activities in a safe and prudent manner with respect to its agents, employees, members, visitors and participants in any activity within the premises.

The Contractor must obtain written approval from the designated City representative, at City's sole discretion, for all persons to be employed as lifeguards before such persons commence work.

All personnel employed by the contractor shall be considered employees of the contractor and not of the City.

The City shall have the right to request replacement of any of the contractor's employees whose conduct, character or performance is detrimental to the best interest of the City, and the contractor agrees to make such replacement within 24 hours.

4.5. POOL OPERATIONS RESPONSIBILITIES:

The Contractor shall be responsible for meeting and maintaining all health and safety standards, regulations and the condition of the pool water as set forth by the Florida Department of Health, American Public Health Association, Miami-Dade County Health Department, and the City of Homestead for the operation of the pool.

The Contractor and/or Team shall perform, in accordance with the frequency required by the health department, water testing and monitoring of chemicals to maintain chemical balance to achieve proper water quality and maintain proper water levels. The City shall provide to the Contractor water chemistry test kits to monitor water quality and chemical treatments necessary to perform maintenance to maintain/adjust the water chemistry in the pool to meet the health codes and standards for safe operations of the City's pool. The Contractor shall keep all necessary permits, inspections and records to ensure that the pool meets all health codes and standards. The City shall receive a copy of all records pertaining to chemical usage, testing and facility maintenance upon request.

In addition, the on-site Site Supervisor for the Contractor, and/or the Team shall be responsible to maintain, at a minimum, the following:

- A. Maintain all surfaces in and around the pool in a clean and safe condition.
- B. Maintain storage areas, offices, restrooms, locker rooms and entrance areas in a clean, safe and inviting manner including the collection of trash and debris.
- C. Test safety equipment and water quality, and vacuum the pool on a daily basis. Provide routine maintenance and clean all pumps, drains, filtering devices and associated equipment. Backwash the filter system as required by the Manufacturer.
- D. Shall report immediately any damages, malfunctioning equipment, and pool repairs needed to the Parks, Recreation and Open Spaces Coordinator.
- E. Ensure adequate inventory of first aid supplies and pool chemicals for the operation and safety of the facility.
- F. Perform minor repairs to Facility pumps, filters, collectors, feeders, controllers and heater for proper readings and functions daily.

4.6. LIFEGUARD RESPONSIBILITIES:

Upon general supervision of the Contractor, the Pool Lifeguard is responsible for the safety of swimmers and enforcement of regulations at a municipally-operated swimming pool. The

Contractor shall be responsible for all duties associated with staffing the aquatic facilities including all training, scheduling, providing uniforms, and supervising all personnel. The Contractor shall meet or exceed all local, state, and national Health and Safety Standards.

The Pool Lifeguards also perform related duties as required and report directly to the contractor (lead lifeguard, supervisor, etc.). Employees may be required to work early mornings, nights, weekends and holidays. The positions are part-time. Essential duties require the following physical skills and work environment: sufficient strength and coordination to rescue submerged victims and remove them from the water.

The Contractor shall complete and maintain detailed documentation and records of all incidents, accidents, and rescues with regards to programs, participants, employees, mechanical, and structural and the steps taken to rectify the incident. Contractor will immediately report all incidents, accidents and rescues to the City along with a copy of the detailed report to include all circumstances and individuals surrounding the incident and specific location.

In addition, the on-site Site Supervisor for the Contractor, and/or the Team must provide and/or to maintain, at a minimum, the following:

A. Site Supervisor:

1. Shall be responsible for the supervision of the lead lifeguard and lifeguards for the aquatic facility.
2. Shall confirm all operations are in compliance with all applicable policies, procedures, laws, regulations, and standards of quality and safety.
3. Shall confirm all necessary training are completed.
4. Shall supervise/assist the daily operations of the aquatic facility from opening to closing. Including any daily set ups and/or break down of facility equipment.
5. Shall establish and enforce all safety rules and procedures.
6. Shall maintain discipline among swimmers and other persons at the Aquatic Facility.
7. Shall provide scheduling of lifeguard staff to ensure enough lifeguards are present and supervise the daily activities.
8. Perform duties as a lifeguard when and as necessary.
9. Shall supervise and assist in any rescue, apply resuscitation, and administer emergency care when needed.
10. Shall develop, implement and supervise aquatic activity program and special events for the community and community groups.
11. Shall develop, implement and supervise a swim instruction program for all ages and abilities, including those with special needs.

12. Shall develop, implement and supervise a water aerobics program for varied ability levels.
13. Shall provide on-site or on-call management staff during special events as directed by City.

B. Lead Lifeguard:

1. Shall assist the site-supervisor in ensuring all pool procedures and duties are followed.
2. Shall inspect and maintain all equipment for proper readings and functions. Take inventory of janitorial supplies to ensure enough supplies are available for cleaning of facility.
3. Report any problems, complaints, damages to site supervisor and complete reports.
4. Shall perform lifeguard duties when and as necessary.
5. Shall respond to any public inquiries regarding aquatic facility made by telephone or in person.
6. Shall supervise and assist in any rescue, apply resuscitation, and administer emergency care when needed.

C. Lifeguard:

1. Shall maintain discipline in and around swimming pool to prevent accidents.
2. Shall maintain an appropriate level of fitness for conducting rescue operations.
3. Shall administer cardiopulmonary resuscitation (CPR) and First Aid.
4. Shall direct communication and contact with swimmers and the general public.
5. Shall educate users when they are engaged in activities which may increase the risk of personal injury to themselves or others.
6. Shall perform cleaning and disinfecting of the pool, pool filters, decks, showers, locker rooms and equipment used for aquatic activities.
7. Shall complete written reports of accidents and incidents.
8. Shall complete various facility checklists and forms.
9. Shall participate in department training activities and meetings.
10. Shall assist in preparing the pool for various aquatic programs.
11. Shall tally attendance and monitor admission payments.

12. Shall present a professional appearance and attitude at all times; and maintaining a high degree of customer service.

4.7. TRAINING:

It shall be the responsibility of the Contractor to ensure that all persons employed as lifeguards, lead lifeguards and supervisors receive and successfully complete proper training as required by law. The Contractor may perform the training with its own staff if they are certified lifeguard trainers, or sub-contract for certified training to meet this requirement.

Formal training of all lifeguards assigned to the City contract shall be conducted as per the standards and guidelines established by the Florida State Statutes Chapter 514 and the Florida Administrative Code Chapter 64E-9.

The Contractor will provide at least one (1) training/re-training session per year, which shall be attended by all of the Contractor's employees assigned to work on the City contract. Any additional training, such as training of new employees throughout the school year, will be the sole responsibility of the Contractor.

4.8. MINIMUM WAGE BASED ON STATE LAW:

Under this contract, the wage rate paid to all the personnel employed by the bidder for the work under the contract shall not be less than the prevailing wage rates for similar classifications of work in Miami-Dade County Florida, as published by the Florida Department of Commerce, Bureau of Worker's Compensation.

4.9. TIME SHEETS:

The Contractor must maintain a daily time sheet with the signature of the employee on each work shift and the location of their guard post. A copy of this log will be submitted weekly to the City.

4.10. NORMAL HOURS OF OPERATION:

- School Year – Monday through Friday - 4:00 p.m. to 7:00 p.m.
- Weekends - 10:00 a.m. to 6:00 p.m.
- Summer – 10:00 a.m. through 6:00 p.m. Daily

4.11. SCHEDULE OF SERVICES

It is anticipated that four (4) life guards will be required for each day. However, this is an estimate and the designated City representative will keep the Contractor informed as to the exact number of lifeguards that will be required at any one time.

ESTIMATED SCHEDULE FOR SCHOOL YEAR		
Monday – Friday	4:00 p.m.-7:00 p.m.	3 lifeguards
Sat. – Sun. for 15 weeks	10:00 a.m. – 6:00 p.m.	4 lifeguards
ESTIMATED SUMMER SCHEDULE-11 weeks		

Mon. – Sunday	10:00 a.m. -12:30 p.m.	4 lifeguards
Mon. – Sunday	1:30 p.m.- 6:00 p.m.	4 lifeguards

Lifeguard towers in between those listed above open later and close earlier, depending upon crowd conditions.

It is estimated that lifeguard services will be required for a total of approximately 52 weeks per year, which may vary and is subject to change.

4.12. GUARD BACKUP:

The Contractor shall make available the name and telephone number of a backup lifeguard in case the lifeguard scheduled to work cannot come into work that day. The Contractor shall ensure that the back-up lifeguard is fully trained and familiar with the duties and responsibilities of a lifeguard. Must respond within 1 hour to 2 hour.

4.13. TWENTY-FOUR (24) HOUR ANSWERING SERVICE:

The Contractor shall provide for its employees a 24-hour answering service. In the event a lifeguard is unable to come to work, it will be his/her responsibility to contact the Contractor for a replacement.

4.14. FACILITY AND EQUIPMENT:

- A. Contractor Equipment Maintenance and Repairs: All equipment provided by the Contractor will remain the property of the Contractor and any maintenance required thereon shall be the responsibility of the Contractor. The City shall incur no obligation for repairs.
- B. Condition of Premises: Contractor shall maintain the premises in a clean, attractive and orderly condition. The Contractor shall be responsible for the prompt removal of all trash, litter, and debris which accumulates on or about the premises which is attributable directly or indirectly to or arising out of its use, specifically including any litter left by the Contractor, its visitors or spectators.
- C. Inspection: For the purpose of inspection, City reserves the right to enter upon any part of the Premises at any time during the period the business is to be open under the terms of this contract.
- D. Signs: No signs whatsoever, including advertising signs, shall be erected or permitted upon the Premises until they have first been approved by the City.

4.15. LIFEGUARD UNIFORMS AND EQUIPMENT:

Lifeguards must wear issued uniforms while on duty for easy recognition by the public.

The Contractor is responsible for supplying all equipment necessary for the lifeguards to perform their duties. Each Lifeguard must be issued a whistle. Contractor provided uniforms for the Lifeguards will consist of red or blue swim shorts and a white t-shirt with the words "LIFEGUARD" in Red and the Lifeguard symbol in blue below the lettering on the front of the

shirt and the words “LIFEGUARD” on the back. The City will provide a sample uniform shirt for example to the successful bidder. Any required replacement of aged, lost or damaged equipment shall be the responsibility of the Contractor.

4.16. POOL/PARK RULES & REGULATIONS:

Vendor must comply with the City of Homestead, Park rules and regulations, Florida State Statutes, and the Florida Administrative Codes concerning public pool operations.

4.17. AUTHORITY OF PARKS, RECREATION AND OPEN SPACES DIRECTOR:

Use by the Contractor of the Premises shall be coordinated with the Director. The Director shall have the authority to suspend all or any portion of any of the activities of the Contractor when, in the Director's opinion, such may be or are detrimental to the public or to the City, or if the City has reason to believe any law or ordinance is being violated by the Contractor, or its agents, employees, or patrons. All references in the agreement to the Director shall mean and include any designee of the Director.

4.18. ROBY GEORGE POOL FACILITY INFORMATION:

- A. Volume 183,193 gallons
- B. Pool Load: 101 people
- C. Flowrate: 509
- D. Filter Type: Sand
- E. CES Chemical Feeder
- F. Pool Heater
- G. 8 lanes with racing blocks
- H. Shallowest 3ft- Deepest 6ft
- I. Total of 5 shaded structures and 5 small picnic tables
- J. 5 tables one of them handicap accessible
- K. 1 big bleacher overlooking the pool
- L. Two outside showers located between the restrooms
- M. Two life guard chairs
- N. Rooms - Locker Rooms, first aid room, and concession
 - 1. Locker rooms-
 - a. MEN: 5 stalls one, handicap accessible, 2 urinals, 5 showers one of them handicap accessible

- b. WOMEN: Women's has a total of 5 stalls one of them handicap accessible, a total of 5 showers one of them handicap accessible

Equipment Inventory:

A. First aid room:

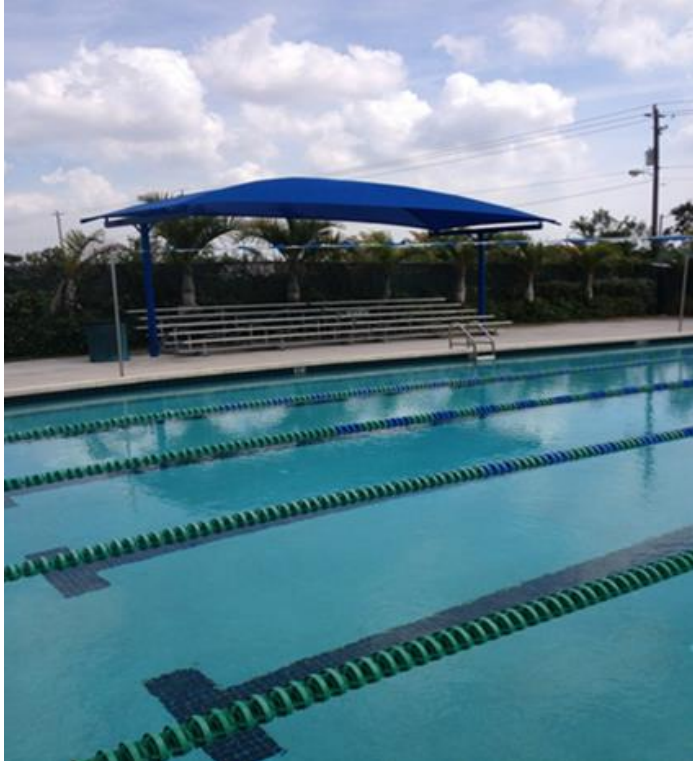
- 1. First aid bed
- 2. Refrigerator
- 3. Sink
- 4. Storage cabinets

B. Locker Rooms:

- 1. Lockers
- 2. Benches

C. Storage Rooms:

- 1. Life Jackets
- 2. Floatation devices
- 3. Pressure cleaner
- 4. Hammer head vacuum
- 5. Storage container
- 6. Brushes
- 7. Skimmers



5. TERM OF CONTRACT/METHOD OF AWARD

5.1. TERM OF CONTRACT:

The initial term of the Contract shall be from October 1, 2026 through September 30, 2029.

Providing the successful Bidder will agree to maintain the same terms and conditions of the current contract, this contract could be extended for an additional two (2) years, on a year-to-year basis, if mutually agreed upon by both parties.

In the event services are scheduled to end because of the expiration of this contract, the contractor shall continue the service upon request of the City as authorized by the awarding authority. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

5.2. PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the Bidder is awarded a Contract under this Bid solicitation, the prices quoted by the Bidder on the Bid Form shall remain fixed and firm during the first year of this Contract. Cost adjustments may only be considered year two and beyond if there is an economic impact in the industry and can be validated through the Consumer Price Index. If no price increase has been requested, the City will assume that the bidder has agreed to continue under the same price allowed in the current term.

Prices or billing amounts shall not exceed the prices stated in the Contract without the prior written consent of the City. The prices stated include packing, crating, and transportation, F.O.B./C.I.F. destination, Freight prepaid. Bidder agrees that any price reduction applicable to the ordered services or supplies subsequent to the order date but prior to delivery will be applicable to the Contract.

Bidder may offer incentive discounts from this fixed price to the City at any time during the Contract term.

5.3. COST ADJUSTMENTS:

The hourly charges offered and accepted must remain firm for the duration of the term of the contract.

Costs for any renewal term are subject to an adjustment only if there is a change in the Federal Minimum Wage Rate. Any request for a rate increase or decrease must be documented and submitted in writing to the City at least one hundred twenty (120) days prior to the end of the current contract term. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented or are considered by the City to be excessive. In the event that the City determines that the costs as submitted are not properly documented, or are excessive, and the matter cannot be resolved to the satisfaction of the City, the contract will not be renewed for the additional optional renewal period(s).

6. INSURANCE REQUIREMENTS

6.1. INSURANCE REQUIREMENTS:

These are mandatory insurance requirements, please be sure to fulfill each requirement listed below. All policies, endorsements, certificates and/or binders shall be subject to approval by the City's Risk Management as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by a duly authorized representative of the City. A lapse in

any required insurance coverage during this Contract shall be considered a material breach. Further it is understood and agreed by Bidder that nothing in this provision shall waive or otherwise limit the right of the City to modify INSURANCE REQUIREMENTS to meet the demands of special or unique circumstances. Accordingly, those rights are expressly reserved by the City.

The insurance obligations under this Contract shall be: all the insurance coverage and/or limits carried by or available to the Bidder or the minimum insurance requirements and/or limits shown in this Contract, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover obligations of the Bidder under this Contract.

If evidence of insurance provided by Bidder does not comply with the requirements of this section, the City reserves the right but not the obligation to deem your Bid non-responsive.

Throughout the term of this agreement and for all applicable statutes of limitation periods, Bidder agrees to have and maintain in full force and effect the insurance policies set forth in this article. All policies must contain an endorsement requiring minimum thirty (30) days written notice from the insurance company to the City prior to cancellation or any change in coverage, scope or amount of any such policy or ten day notice for non-payment of premium.

BIDDER EXPRESSLY AFFIRMS THAT IT HAS HAD THE OPPORTUNITY TO RECOVER THE COSTS OF THE INSURANCE REQUIRED IN ITS CONTRACT PRICE.

- A. All insurance policies shall be issued by insurers that are authorized to transact business in the State of Florida, and have an A. M. Best's financial and size rating of A-VIII or better.
- B. All insurance policies, except Property, Workers Compensation and Professional Liability (if applicable), shall name and endorse the following as additional insured: The City of Homestead, its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured to the extent of the contractual obligation assumed by the Bidder. The Commercial General Liability policy shall be endorsed with the ISO CG2010 Additional Insured endorsement (or similar endorsement or policy coverage form with coverage at least as broad as the ISO CG 2010) and the ISO CG 2037 Additional Insured – Completed Operations endorsement (or similar endorsement or policy coverage form with coverage at least as broad as the ISO CG 2037). As additional insured, the City shall be defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of Bidder, its employees, agents, subcontractors, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence. Bidder shall provide a copy of these policy forms or endorsements prior to project start and at any time upon City request.
- C. It is specifically agreed that the City of Homestead shall not be liable to the Bidder for any liability arising out of the performance of this Agreement. Bidder specifically waives any

and all rights of recovery it may have against the City of Homestead, independent of any waiver of rights of recovery by any insurer. All insurance policies shall include a Transfer of Rights of Recovery Against Others to Us/Waiver of Subrogation in favor of the City. Bidder agrees to obtain any endorsement or policy coverage form that may be necessary to effect all waivers of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement or policy coverage form from the insurer.

- D. All insurance policies shall be endorsed to provide that (a) Bidder's Insurance is primary and non-contributory to any other Insurance available to the City of Homestead with respect to claims covered under the policy and (b) Bidder's insurance applies separately to each insured against who claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable. Any policy including a self-insured retention ("SIR") in the primary layer of liability in any amount must be submitted to and approved by the City's Risk Management Department prior to risk approval.
- E. If the Bidder fails to submit the required insurance certificate(s) in the manner prescribed with the executed agreement submitted to the City and if not submitted with the executed agreement in no event exceed three (3) calendar days after request to submit certificate(s) of insurance, the Bidder shall be in default, and the Contract may be rescinded at the City's sole discretion. Under such circumstances, the Bidder may be prohibited from submitting future solicitations to the City.
- F. Bidder shall be solely responsible for ensuring that all vendors and/or independent or sub-contractors ("sub-contractors") also comply with the insurance requirements, terms, conditions, limits and related criteria as outlined above and shall specifically require Commercial General Liability, Auto Liability and Florida Workers Compensation coverage from any sub-contractor utilized by Bidder.
- G. **BIDDER'S PROPERTY:** Bidder and its subcontractors, if any, are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding, and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the City of Homestead.
- H. Bidder shall provide of the City of Homestead's Contract Administrator/Buyer with a copy of the certificate(s) of insurance and endorsements evidencing the types of insurance and coverage required in this Section within three (3) calendar days of Bidder's receipt of Notice of Intent to Award the Contract and, at any time thereafter, upon request by the Contract Administrator/Buyer. It is the BIDDER'S responsibility to ensure that the Contract Administrator/Buyer is provided with evidence of current insurance on file with the City during the term of this Agreement, or longer as may be required herein.

- I. Bidder's Insurance Policies shall be endorsed to provide the City with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverage or limits or ten days for non-payment of premium. Notice shall be sent to:
City of Homestead
Attn: Procurement & Contract Services Department
450 SE 6th Avenue
Homestead, FL 33030
- J. At any time while this Agreement is in force, if any of the Bidder's insurance policies is written on a Claims-Made coverage form, then Bidder shall maintain such insurance coverage for a period of FIVE (5) years after the expiration or termination of this agreement (including any and all extensions and/or renewals) OR provide City with an Extended Reporting Period endorsement with a minimum term of no less than FIVE (5) years, as evidence of the City's ability to present a claim(s) past the expiration of the Claims Made policy(ies), which arise from work performed under this Bid during any Claims Made policy period.
- K. If any of Bidder's Insurance policies (1) includes a general aggregate limit and (2) provides that claims investigation and/or legal defense costs and/or expenses are included within the policy's general aggregate limit, the general aggregate limit of said policy(ies) shall be no less than five (5) times the per occurrence limit as specified above in this Section.
- L. The provisions of this Section shall survive the expiration or termination of this agreement.
- M. **PAYMENT:** If any of the insurance policies required under this Section lapse during the term of this agreement or any extension or renewal of the same, Bidder shall not receive payment from the City until such time that the City has received satisfactory evidence of reinstated coverage of the types and coverage specified in this Section that is effective as of the lapse date. The City, in its sole discretion, may terminate the Agreement immediately and no further payments shall be due to Bidder.
- N. **RENEWAL OF INSURANCE:** Bidder shall be responsible for assuring that the insurance certificate/ endorsements required in conjunction with this section remains in force for the duration of the Contract term. If the insurance certificate/endorsements are scheduled to expire during this period, Bidder shall be responsible for submitting a new or renewed insurance certificate/ endorsements to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificate/endorsements are not replaced with a new or renewed certificate(s) evidencing acceptable insurance coverage which covers the Contract term, the City may suspend this Agreement until such time as the new or renewed certificate/endorsements evidencing acceptable insurance coverage are received by the City.

- O. **MINIMUM COVERAGE:** Insurance coverage in the minimum amounts set forth herein shall not be construed as to relieve Bidder of liability in excess of such coverage, nor shall it preclude or otherwise limit the City from taking other action(s) as may be available under any other provision(s) of this Agreement or otherwise in law or equity.
- P. **CONFLICT:** In the event that a conflict arises between the provisions of any agreement, contract or understanding that arises out of this Bid and this Section, the provisions of this Section shall control and prevail.
- Q. **DISCLOSURE OF INFORMATION:** Bidder agrees that the City may disclose the name and contact information of its insurers to any third party which presents a claim against the City for any damages or claims resulting from or arising out of work performed by the Bidder, its agents, employees, servants or subcontractors in the performance of this contract.
- R. **RELAXATION OR SUSPENSION OF INSURANCE REQUIREMENTS:** If, in the opinion of the City, full compliance with the insurance requirements in this Section is not commercially practicable for the Bidder, and would not be commercially practicable for most other Bidders qualified to perform the Project or Work, at the written request of the Bidder, the City may, in its sole discretion, and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the Bidder. As a condition to any such relaxation of the insurance requirements, City may require Bidder to provide the City with written evidence satisfactory to the City that full compliance with the insurance requirements is neither commercially practicable for the Bidder, nor commercially practicable for most other Bidders qualified to perform the Work. Any such modification shall be subject to the prior written approval of the City, and subject to the conditions of such approval.
- S. **SUBSEQUENT AGREEMENTS:** The requirements of this Section shall extend to any subsequent written agreement which results from this ITB and shall represent the City's minimum insurance requirements. Bidder understands and agrees that the insurance requirements may be updated or amended at the sole discretion of the City's Risk Manager in any subsequent agreement executed which is subject to this ITB based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

6.2. **WORKER'S COMPENSATION:**

Bidder shall carry the following types of insurance coverage whether products and/or services provided by Bidder to the City in connection with the performance of this Contract occur on City premises or not.

As required by the State of Florida with the statutory limits, and include employers' liability insurance with a limit of not less than \$1,000,000 for each accident, \$1,000,000 for each disease

and \$1,000,000 for aggregate disease. Policy shall be endorsed with a “Waiver of Our Right to Recover From Others” endorsement which favors the City. A copy of NCCI Form WC 00 03 13 (or similar endorsement with coverage at least as broad as NCCI Form WC 00 03 13) issued by the insurer shall be required for risk review prior to project start and shall be provided by Bidder at any time upon request.

If Bidder’s workers compensation program is part of an employee-leasing or co-employment arrangement where certain Statutory employees may be excluded from coverage, Bidder specifically agrees to indemnify, hold harmless, defend against and pay or reimburse the City for losses the City or its insurers may be obligated to pay to any natural person who is denied workers compensation benefits or employers liability coverage that arise out of or result from Bidder’s employee-leasing or co-employment arrangement.

6.3. AUTOMOBILE LIABILITY:

Bidder shall carry the following types of insurance coverage whether products and/or services provided by Bidder to the City in connection with the performance of this Contract occur on City premises or not.

Bidder shall carry automobile liability insurance with minimum limits of One Million (\$1,000,000) dollars, combined single limit per occurrence for bodily injury liability and property damage. The policy is to be written on ISO Form CA 00 01 covering any auto (Symbol 1) or if Bidder has no owned autos, covering hired (Symbol 8) and non-owned (Symbol 9) autos. Policies shall be endorsed to add the City of Homestead as Additional Insured and include a Waiver of Subrogation in favor of the City. Coverage must be primary and non-contributory to any other insurance available to the City of Homestead. Copies of the endorsements or policy forms reflecting these terms may be required for risk review and shall be provided by Bidder at any time upon request.

6.4. COMMERCIAL GENERAL LIABILITY:

Bidder shall carry the following types of insurance coverage whether products and/or services provided by Bidder to the City in connection with the performance of this Contract occur on City premises or not.

Bidder shall carry Commercial General Liability Insurance for all on-going and completed operations of the Bidder, including all on-going and completed operations of all Bidder’s sub-contractors and shall include but shall not be limited to Contractual, Products and Completed Operations and Personal and Advertising Injury coverage with limits of not less than: One million (\$1,000,000) dollars each Occurrence and for Personal and Advertising Injury coverage and two million (\$2,000,000) dollars for Products – Completed Operations Aggregate and General Aggregate. The Commercial General Liability insurance policy must include but shall not be limited to the following listed Coverages: Coverage A – Bodily Injury and Property Damage Liability, Coverage B – Personal and Advertising Injury Liability, and Coverage C – Medical Payments. Coverage shall include but shall not be limited to coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products,

completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

Bidder's Commercial General Liability insurance coverage shall be primary and non-contributory. For any claim related to this contract, this coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 – PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Bidder's insurance and shall not contribute with it. Bidder shall provide a copy of this policy form or endorsement prior to commencing services and at any time thereafter upon City request.

The City's Risk Management Department will not accept an insurance policy that includes the ISO CG 21 39 CONTRACTUAL LIABILITY LIMITATION, the ISO CG 24 26 AMENDMENT OF INSURED CONTRACT DEFINITION or similar policy coverage forms or endorsements.

The Commercial General Liability policy must be endorsed to add the City of Homestead as Additional Insured and include a Transfer of Rights of Recovery Against Others to Us / "Waiver of Subrogation" endorsement in favor of the City. Copies of these policy coverage forms or endorsements reflecting these terms may be required for risk review and shall be provided by Bidder to the City at any time upon request.

The City's Risk Management Department shall require a COMPLETE copy of Bidder's commercial general liability policy including all coverage forms and endorsements to confirm that there are no exclusions and/or other limitations for operations of Bidder's independent or sub-contractors. Risk Management, in its sole discretion, shall not accept an insurance policy that includes these type or other similar policy coverage forms or endorsements.

6.5. COMMERCIAL EXCESS/UMBRELLA LIABILITY:

Bidder shall carry the following types of insurance coverage whether products and/or services provided by Bidder to the City in connection with the performance of this Contract occur on City premises or not.

Bidder shall carry and maintain minimum \$1,000,000 per Occurrence and \$1,000,000 Aggregate excess liability limits over underlying Commercial General Liability, Auto Liability and Employer's Liability coverage as outlined above.

A copy of the Additional Insured and Transfer of Rights of Recovery Against Others to Us / "Waiver of Subrogation" policy coverage forms or endorsements may be required for risk review prior to project start and shall be provided by Bidder at any time upon request.

6.6. ENVIRONMENTAL IMPAIRMENT/POLLUTION LEGAL LIABILITY:

Bidder shall carry the following types of insurance coverage whether products and/or services provided by Bidder to the City in connection with the performance of this Contract occur on City premises or not.

Bidder shall carry and maintain environmental impairment / pollution legal liability insurance for liability resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under the Agreement, or which arises out of, or in connection with the Agreement, including but not limited to coverage for clean-up of pollution conditions and third-party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage (including but not limited to loading and unloading) and non-owned disposal site coverage. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements.

The City and City's members, officials, officers and employees shall be included as additional insureds on the policy. Bidder shall provide copy of this policy endorsement or policy coverage form evidencing additional insured status prior to commencement of services and at any time thereafter upon request.

The minimum limits to be maintained by Bidder (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 Each Claim or Occurrence and \$1,000,000 Annual Aggregate.

Coverage must either be on an Occurrence basis or, if on a Claims-Made basis, the coverage must respond to all claims reported within five years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. If coverage is provided on a Claims-Made basis, evidence of insurance must include the policy retroactive date.

A copy of the policy and any policy endorsement may be required for risk review prior to project commencement and shall be provided to the City at any time upon request.

6.7. PROFESSIONAL LIABILITY:

Bidder shall carry the following types of insurance coverage whether products and/or services provided by Bidder to the City in connection with the performance of this Contract occur on City premises or not.

Minimum \$1,000,000 per Claim or Occurrence and \$2,000,000 Aggregate limits required to be evidenced. Unless coverage is written on an Occurrence Form, the retroactive date must be evidenced on the COI provided to the City and must be no later than the date of this Contract.

If coverage is written on a Claims-Made form, Bidder shall satisfy the requirements of this Section by either: (1) maintaining a Professional Liability policy as outlined above for 36 months post-completion OR (2) terminating Professional Liability insurance coverage post-completion AND purchasing an Extended Reporting Period ("ERP") Endorsement (with a 36-month term minimum) within 10 working days of policy termination. If Bidder chooses Option (2) at any time post-completion, a copy of the ERP shall be provided to the City within 30 calendar days.

7. PRICING

PRICE FORM

Percent Markup on Hourly Staff Rate

Line Item	Description	Percentage of Mark-Up	Percentage
1	Pool Operator/Site Supervisor	Percentage	
2	Lead Lifeguard	Percentage	
3	Lifeguard	Percentage	

8. **SUBMITTALS**

Respondents are solely responsible for ensuring that their submittals are complete, uploaded and submitted in the e-procurement Portal BEFORE 2:00 pm on Tuesday, April 21, 2026. The City shall not be responsible for any submission delays or failures caused by any occurrence. Respondents are expected to examine this solicitation, specifications, associated drawings, if any, and all instructions. Failure to do so will be at the Respondent's risk.

Each Respondent shall furnish the information required on each response/submittal form and each accompanying sheet thereof on which an entry is made.

The following items must be completed and uploaded as part of your electronic submittal. **Failure to complete and return required forms may result in your bid being deemed non-responsive and not considered for award.**

These forms must be downloaded, completed, and uploaded as a part of the submittal.

- A. AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT
- B. BUSINESS ENTITY AFFIDAVIT/CONFLICT OF INTEREST
- C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS
- D. DRUG-FREE WORKPLACE PROGRAM AFFIDAVIT
- E. SCRUTINIZED COMPANIES FORM
- F. E-VERIFY
- G. SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
- H. PERFORMANCE SURVEYS
- I. NOTIFICATION OF SOCIAL SECURITY NUMBER COLLECTION AND USAGE
- J. W-9 FORM

K. AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

L. AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Proof of insurance - If applicable, please refer to Section 6 – Insurance Requirements

Respondents shall register on the City's e-Procurement Portal. Once registered, Respondents may view and click "Follow" to be a Prospective Respondent for this solicitation and will appear on the Follower's list. Respondents that fail to Follow this project will not receive automated Addenda notifications, nor will they be able to submit a response in the Portal, and therefore will be unable to participate, nor be considered for this solicitation. Respondents must click "Draft Response" to properly begin and submit a response in the Portal.

The City will accept responses to this solicitation electronically via the e-Procurement Portal until **2:00 pm on Tuesday, April 21, 2026**. Responses received after the scheduled due date and time for submission will not be accepted. Responses submitted in any other format other than via the City's e-Procurement Portal, including but not limited to, hard copy (mailed or hand delivered), facsimile, or emailed submittals, will not be accepted, nor considered. The scheduled due date and time for submission will be scrupulously observed.

Neither the City, nor the Software Administrator will be held responsible for untimely submissions due to personal or company internet or hardware limitations, settings or restrictions, internet speed, power outage, network connection, use of a malfunctioning electronic device, or the like. Respondents shall be solely responsible for ensuring the capability of their computer system while responding to this solicitation, and for the stability of their internet service. Uploading large documents may take significant time depending on the size of the file(s) and the Internet connection speed that the Respondent is using to submit a response. Failure of the Respondent to successfully submit an electronic response before the deadline indicated herein shall be at the Respondent's sole risk, and no relief will be given for late and/or improperly submitted response. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point, the Respondent will also receive an email confirmation from the Portal.

Respondents may withdraw their submittal electronically via the Portal at any time prior to the scheduled due date and time for submission.

8.1. I certify that I have read through the attached solicitation, and I understand all specifications, terms, conditions, and materials provided therein.*

☐ Please confirm

*Response required

8.2. Bid Form:*

Please download the below documents, complete, and upload.

- Bid Offer Form.pdf

*Response required

8.3. COH Forms to Submit*

Please download the below documents, complete, and upload with your Bid Package.

- A. AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT
- B. BUSINESS ENTITY AFFIDAVIT/CONFLICT OF INTEREST
- C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS
- D. DRUG-FREE WORKPLACE PROGRAM AFFIDAVIT
- E. SCRUTINIZED COMPANIES FORM
- F. E-VERIFY
- G. SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
- H. PERFORMANCE SURVEYS
- I. NOTIFICATION OF SOCIAL SECURITY NUMBER COLLECTION AND USAGE
- J. W-9 FORM
- K. AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES
- L. AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

- COH_Forms.pdf

*Response required

8.4. List of References *

Please download the below documents, complete, and upload.

- REFERENCE_FORM.pdf

*Response required

8.5. Reference Questionnaires (Refer to Section 2.5):*

Please download the below documents, complete, and upload with your Bid Package.

- Reference_Questionnaire_#1.pdf
- Reference_Questionnaire_#2.pdf

- Reference Questionnaire #3.pdf

*Response required

8.6. Upload the Certified Pool Operator (CPO) or Aquatic Facility Operator (AFO) Certification.*

*Response required

8.7. Provide copy of Water Safety Instruction (WSI) Certification*

*Response required

8.8. Provide copy of First Aid Certification and Cardiopulmonary Resuscitation for the Professional Rescuer/Automated External Defibrillator (CPRFPR/AED) certification*

*Response required

8.9. Provide copy of valid occupational/business license and State registration*

Bidder(s) shall submit, with their Bid, a copy of their valid occupational/business license and State registration [Florida State Registration can be located and printed at www.Sunbiz.org].

*Response required

8.10. Provide evidence of Insurance in accordance with Section 6.*

*Response required

8.11. Bidder Qualifications Form:*

Please download the below documents, complete, and upload.

In order for bids to be considered, Bidders must submit with their bid, evidence that they are qualified to satisfactorily perform the specified work. A Company Profile shall be provided and must include evidence and all necessary information to certify that the Bidder:

- Maintains a permanent place of business [i.e. length of time in business];
- Has technical knowledge and practical experience included in this scope of work [i.e. any certifications, or training that you company goes through, along with years of experience using these products or providing these services],
- Resume and experience of those individuals who will be assigned to this project as Project Manager and/or Project Team;
- Has not had just or proper claims pending against him or his Work;
- List of any pending or past litigation including all its principals and officers with the City;
- Has performed similar type, size and complexity of such project, evidence will consist of listing the type of project and nature of Work for the last three (3) years.

- Has the available organization and qualified manpower to do the Work [i.e. number of employees, size of warehouse, office, location]; including the availability of staff and financial means to service more than one pool location for the City of Homestead.
- Has adequate financial status to meet the financial obligations incidental to the work;
- Has an active Florida Certified Pool Operator License or Aquatic Facility Operator.
- Has experience with Public Swimming Pools.
- Bidder Qualifications Form-...

*Response required

8.12. Acknowledgment of Addenda and Q&A*

Bidder acknowledges that they are solely responsible for reviewing the latest questions and answer, notices and addenda associated with this procurement process. Failure to consider key information and changes within your submission may result in your offer being deemed non-responsive if key data or forms are omitted.

☐ Please confirm

*Response required

Strategic Plan Focus Area:

Quality of Life

Goal:

Build upon Homestead's unique history and charm to implement programs and services that create new amenities and family-friendly activities within a safe and beautiful environment.

CITY OF HOMESTEAD, FLORIDA

RESOLUTION NO. R2026-07-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOMESTEAD, FLORIDA, APPROVING THE AWARD OF A CONTRACT TO ONE STOP AQUATIC SAFETY LLC FOR ITB # 202603 POOL OPERATIONS & LIFEGUARD SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Homestead issued Invitation to Bid (ITB) #202603 – Pool Operations & Lifeguard Services (“ITB”) on March 20, 2026; and

WHEREAS, the City received and evaluated the submissions in accordance with applicable procurement requirements; and

WHEREAS, the Procurement and Contract Services Department recommends award of the ITB to One Stop Aquatic Safety LLC, the responsive and responsible bidder, in accordance with the bid; and

WHEREAS, the award of the contract is in the best interests of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOMESTEAD, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the foregoing recitals are true and correct and are incorporated herein.

Section 2. Approval of Award. That the City Council hereby approves the award of the ITB to One Stop Aquatic Safety LLC, the responsive and responsible bidder.

Section 3. Implementation.

A. That the City Manager is hereby authorized to take any action which is necessary to implement the purposes of this Resolution and the agreement, in accordance with the ITB and related purchase orders.

B. That the City Manager is authorized to renew or extend the agreement for an additional two years on a year-to-year basis and amend the agreement from time to time for addition/deletion of locations and price adjustments in accordance with the ITB.

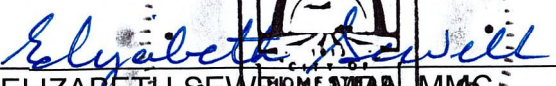
Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED THIS 22nd day of July, 2026.



STEVEN D. LOSNER
Mayor

ATTEST:



ELIZABETH SEWELL, MMC
City Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND BENEFIT OF THE CITY ONLY:



WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
City Attorney

Moved by:
Seconded by:
Council Vote:

Councilman Larry Roth
Councilman Clemente Canabal
6-0

FINAL VOTE AT ADOPTION

<i>Mayor Steven D. Losner</i>	<u>YES</u>
<i>Vice Mayor Jenifer N. Bailey</i>	<u>YES</u>
<i>Councilwoman Erica G. Ávila</i>	<u>YES</u>
<i>Councilman Clemente Canabal</i>	<u>YES</u>
<i>Councilman Sean L. Fletcher</i>	<u>ABSENT</u>
<i>Councilwoman Kimberly Konsky</i>	<u>YES</u>
<i>Councilman Larry Roth</i>	<u>YES</u>



CITY OF DANIA BEACH - P.J. Meli Aquatic Complex

Proposal for Life Guard Services

2026 - 2027

PRESENTED BY ONE STOP AQUATIC SAFETY, INC.

Prepared for:

CITY OF DANIA BEACH - P.J. Meli Aquatic Complex
2901 SW 52nd Street, Dania Beach, FL 33312

Cassie Ramos, Director of Parks and Recreation
Sasha Ramos, Procurement Manager
Franky Lazo, Deputy Director of Parks and Recreation

Document No. SFNQS-CSKTB-M2ZJD-V4UJU
Date Sent: 09/03/2026

Prepared by:

Maykel Rodriguez
President
One Stop Aquatic Safety
4345 NE 12th Terrace, Oakland Park, FL 33334
(305) 401-5048
Maykel@onestoppoolpros.com

Proposal for Life Guard Services 2026 - 2027

Prepared for CITY OF DANIA BEACH - P.J. Meli Aquatic Complex



Provided by One Stop Aquatic Safety, Inc.

Proposal No. SFNQS-CSKTB-M2ZJD-V4UJU 09/03/2026

1.0 DEFINITIONS

Wherever these words occur in this specification, they shall have the following meanings:

A.	SPECIFICATION:	General information, general requirements, specific requirements, any any supplements, drawings, sketches and data sheets, attached or referenced, comprise the complete specification
B.	OWNER:	CITY OF DANIA BEACH - P.J. Meli Aquatic Complex
C.	PHYSICAL ADDRESS:	2901 SW 52nd Street, Dania Beach, FL 33312
D.	CONTRACTOR:	One Stop Pool Pros, Inc.
E.	WORK:	All Public Pool Management services as specified, implied or directed
F.	AS DIRECTED:	Instructions from the CITY OF DANIA BEACH - P.J. Meli Aquatic Complex
G.	BY OTHERS:	Work by others is not part of this contract
H.	APPROVAL:	Approval by CITY OF DANIA BEACH - P.J. Meli Aquatic Complex in it's discretion
I.	EXTRA WORK:	Work above Contractor's normal scope of work. Compensation for "extra work" will be made by the Owner's Representative.

2.0 GENERAL REQUIREMENTS

Amenities to be serviced:

Competition Pool

Child's Pool

Total of two (2) bodies of Water

2.01 SERVICE SCHEDULE

Public Pool Management Services will be performed year-round, at a frequency of seven (7) days per week.

2.02 COUNTY GUIDELINES & REQUIREMENTS

MANDATED POOL CLOSURES: Fecal accidents are a concern and an inconvenience to bathers. Should fecal matter, vomit, or deceased animal matter be reported in the pool, One Stop Aquatic Safety, Inc. technicians will follow Health Department guidelines for mandatory pool closure and water treatment. Pool closures allow the chemicals to effectively kill harmful bacteria and help prevent Recreational Water Illnesses (RWIs).

Understanding that pool closure is necessary for proper disinfection and the protection of swimmers' health and safety will promote bather support. For more details on required closure times and guidelines, please contact our office directly. "POOL CLOSED" signs will be posted on all pool gates to alert residents of any pool closures. The gates will remain unlocked during this time to ensure that Fire & Rescue, Police, and other officials have 24-hour access to respond to any accident or emergency call. Restricted access cannot be permitted for these officials.

2.03 SCOPE OF WORK

This specification establishes the standard for Life Guard Services at CITY OF DANIA BEACH - P.J. Meli Aquatic Complex, and can be reviewed in **Addendum A**.

2.04 ACCESS

CITY OF DANIA BEACH - P.J. Meli Aquatic Complex agrees to provide One Stop Aquatic Safety, Inc. parking for all personnel while working and within the property at no charge during service. CITY OF DANIA BEACH - P.J. Meli Aquatic Complex also agrees that One Stop Aquatic Safety, Inc. Inspectors, Auditors and all Company Representatives in general will be provided parking at no charge while conducting business on behalf of One Stop Aquatic Safety, Inc. CITY OF DANIA BEACH - P.J. Meli Aquatic Complex.

2.05 CONTRACT TERMS

The agreement shall continue in perpetuity until cancelled. Initial proposed pricing is subject to change without notice. Adjustments will be based on changes in contractors cost. This Public Pool Management contract is subject to thirty (30) days written notice of cancellation with or without cause by either party. Upon written notice of cancellation, CITY OF DANIA BEACH - P.J. Meli Aquatic Complex, prior to service cessation, will pay all balances in full immediately upon notice.

2.06 PAYMENT

INVOICE SUBMISSION & PAYMENT TERMS COMMENCING WEEK 1

Payment by the CITY OF DANIA BEACH - P.J. Meli Aquatic Complex will be made to the contractor by the first (1st) of each month for the current month. Any work performed as "extra work" shall be approved in advance, in writing, by the CITY OF DANIA BEACH - P.J. Meli Aquatic Complex and will be billed on a separate invoice (one copy) with a detailing of the service, location and appropriate detail of labor and materials provided. Payment shall be made upon verification of completion of the services per contract as per the terms of the agreement. **A 4.5% finance charge will be automatically applied to balances exceeding forty-five (45) days.**

PAYMENT METHODS: Payments may be made to One Stop Aquatic Safety, Inc via check, credit card or online payment via our secure website, or scheduled bank wire, if applicable.

3.0 INSURANCE & INDEMNITY

One Stop Aquatic Safety, Inc. shall provide the insurance coverage specified below. The insurance company providing required insurance coverage will be required to provide CITY OF DANIA BEACH – P.J. Meli Aquatic Complex with immediate thirty (30) day notice of cancellation regarding any policy. Unless otherwise advised by CITY OF DANIA BEACH – P.J. Meli Aquatic Complex, CITY OF DANIA BEACH – P.J. Meli Aquatic Complex shall be named as additional insured. All policies shall be written with insurance companies authorized to write business in the State of Florida and have a minimum AM Best Rating A-IX unless approved in writing by CITY OF DANIA BEACH – P.J. Meli Aquatic Complex. The AM Best Rating of each carrier should be specified on the appropriate certificate of insurance.

All insurance providing required coverage such coverage shall be in place at all times during the performance of the Public Pool Management, and shall have the following minimum terms:

- **General Liability:** Coverage shall be written on an occurrence basis providing, \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 in the general aggregate, \$5,000 medical expense and \$2,000,000 coverage for products/completed operations. The policy shall provide coverage for contractual liability and shall contain no exclusion for “XCU.” The coverage must be written on ISO Form CG 00 01 12 07 or its equivalent. The policy shall not contain any deductible.
- **Automobile Liability:** Covering any liabilities of One Stop Pool Pros, Inc. Miami with respect to the ownership, maintenance, or use of any auto used in connection with the performance of the Work, on a form equal to the latest version of ISO form CA 00 03 with a limit at least equal to \$1,000,000 per accident, bodily injury and property damage combined.
- **Workers’ Compensation:** One Stop Pool Pros, Inc. Miami shall maintain Workers’ Compensation Insurance, as required by Florida law.
- **Umbrella Excess Liability:** Following form of underlying General Liability policies, with limits of at least \$5,000,000 per occurrence and \$5,000,000 aggregate. No aggregate shall apply to any coverage that is not subject to an aggregate in the underlying policy.

PRICING



Proposal for Life Guard Services 2026 - 2027 Prepared for CITY OF DANIA BEACH - P.J. Meli Aquatic Complex

Provided by One Stop Aquatic Safety, Inc.

Proposal No. SFNQS-CSKTB-M2ZJD-V4UJU 09/03/2026

PROPOSED STAFF PAY AND BILL RATES

STAFF PAY RATES	Staff Pay Rates	Bill Rates	Markup
Aquatic Manager	\$25.00/Hour	\$42.50/Hour	70%
Lifeguard	\$18.00/Hour	\$29.70/Hour	65%
Lifeguard Water Safety Instructor	\$20.00/Hour	\$34.00/Hour	65%

ESTIMATED BILL RATES

SCOPE OF WORK	SERVICED BODIES OF WATER
YEAR-ROUND PUBLIC POOL MANAGEMENT Seven (7) Days Per Week M-F: 9am-9pm, Sat-Sun: 9am-6pm Staff would be scheduled 30 minutes before opening until 30 minutes after closing. All chemicals, equipment and supplies to be provided by CITY OF DANIA BEACH - P.J. Meli Aquatic Complex Prices and services valid from 2026 through 2027	Competition Pool Child's Pool Total of two (2) Body of Water
COST BREAKDOWN	Cost Estimates
Peak Season Staffing (May–September): 1 Aquatic Manager, 3 Lifeguards	\$246,092.00
Slow Season Staffing (October–April): 1 Aquatic Manager, 2 Lifeguards	\$259,845.00
Swim Central Learn-to-Swim Program (12 Week): 2 Swim Instructors, 6 hours/day	\$23,760.00

SCOPE OF WORK	SERVICED BODIES OF WATER
The total <u>estimated cost</u> for the year with expenses distributed across three operational areas:	\$529,697.00

May to September					
	Monday thru friday			Saturday & Sunday	
	Hourly Bill Rate			Hourly Bill Rate	
Manager	\$ 42.50	\$ 552.50	Manager	\$ 42.50	\$ 425.00
Lifeguard	\$ 29.70	\$ 1,158.30	Lifeguard	\$ 29.70	\$ 891.00
	Daily	\$ 1,710.80		Daily	\$ 1,316.00
	Week Cost	\$ 8,554.00		Weekend Cost	\$ 2,632.00
			Total		
			Week Total	\$	11,186.00
			Monthly	\$	49,218.40
			Total	\$	246,092.00

October thru April					
	Monday Thru Friday			Saturday and Sunday	
	Hourly Bill Rate			Hourly Bill Rate	
Manager	\$ 42.50	\$ 552.50	Manager	\$ 42.50	\$ 425.00
Lifeguard	\$ 29.70	\$ 772.20	Lifeguard	\$ 29.70	\$ 594.00
	Daily	\$ 1,324.70		Daily	\$ 1,019.00
	Week Cost	\$ 6,623.50		Weekend Cost	\$ 2,038.00
			Total		
			Week Total	\$	8,661.50
			Monthly	\$	37,120.71
			Total	\$	259,845.00

Swim Lessons Swim Central					
Swim Instructor	Monday Thru Friday		cost per hour 4 Swim Instructors		
	Hourly Bill Rate				
	\$ 33.00	\$ 66.00			
	\$ -				
	Daily	\$ 396.00			
	Week Cost	\$ 1,980.00			

PRICING IS VALID FOR THIRTY DAYS FROM THE DATE OF THIS PROPOSAL, OR THROUGH 2027.

One Stop Aquatic Safety, Inc. may opt to re-quote the enclosed scope of work should approval extend past thirty (30) days.

APPROVALS



Proposal for Life Guard Services 2026 - 2027 Prepared for CITY OF DANIA BEACH - P.J. Meli Aquatic Complex

Provided by One Stop Aquatic Safety, Inc.

Proposal No. SFNQS-CSKTB-M2ZJD-V4UJU 09/03/2026

CITY OF DANIA BEACH - P.J. Meli Aquatic Complex	ONE STOP AQUATIC SAFETY, INC.
Approved by:	Approved by:
Management or Authorized Representative for: CITY OF DANIA BEACH - P.J. Meli Aquatic Complex	One Stop Aquatic Safety Authorized Representative:
I, the undersigned, have read the prepared proposal and pricing reflecting the cost to perform the necessary maintenance functions in accordance with the provided specifications. I authorize commencement of this contract and work as outlined in this proposal upon a specific date yet to be established or communicated.	I, the undersigned, have read and understand the above specifications as provided. I have prepared and submitted a proposal reflecting the scope and cost to perform the necessary Public Pool Management service.
Name of Signer	Maykel Rodriguez Name of Signer
Title, or Authority	President Title, or Authority
Signature	<i>Maykel Rodriguez</i> Signature
Date	09/03/2026 Date



ADDENDUM A & B

Scope of Work Life Guard Services

CITY OF DANIA BEACH - P.J. Meli Aquatic Complex
SFNQS-CSKTB-M2ZJD-V4UJU 09/03/2026

ADDENDUM A

	Service Description	Daily	Monthly	Quarterly
LG1	Provide lifeguards at locations specified by the City, shall be completely responsible for the supervision of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements. Work days, hours, and number of lifeguards will vary from day to day operations and/or seasonally according to the expected number of persons using the pool facilities.	X		
LG2	Responsible for the safety of swimmers and enforcement of regulations at a municipally-operated swimming pool; maintaining discipline in and around swimming pool to prevent accidents; maintaining an appropriate level of fitness for conducting rescue operations; administering cardiopulmonary resuscitation (CPR) and First Aid; directing communication and contact with swimmers and the general public; educating users when they are engaged in activities which may increase the risk of personal injury to themselves or others; cleaning and disinfecting the pool, decks, showers, locker rooms and equipment used for aquatic activities; writing reports of accidents and incidents; completing various facility checklists and forms; participate in department training activities and meetings; preparing the pool for various aquatic programs; tallying attendance and monitoring admission payments; presenting a professional appearance and attitude at all times; and maintaining a high degree of customer service. The Pool Lifeguard also performs related duties as required and report directly to the Lead Lifeguard, the Recreation Programmer, the Operations Manager and the Parks Director. Employees may be required to work early mornings, nights, weekends and holidays. The positions are part-time. Essential duties require the following physical skills and work environment: sufficient strength and coordination to rescue submerged victims and remove them from the water.	X		
LG3	Performs related duties as required and report directly to the Lead Lifeguard, the Recreation Programmer, the Operations Manager and the Parks Director. Employees may be required to work early mornings, nights, weekends and holidays. The positions are part-time. Essential duties require the following physical skills and work environment: sufficient strength and coordination to rescue submerged victims and remove them from the water.	X		
LG4	<u>Minimum Requirements</u> 17 years of age			

	Service Description	Daily	Monthly	Quarterly
	• Must possess a current/valid Lifeguard Training certification issued by the American Red Cross, YMCA or Ellis and Associates; and • Must possess a current/valid Cardiopulmonary Resuscitation for the Professional Rescuer / Automated External Defibrillator (CPRFPR/AED) certification issued by the American Heart Association or American Red Cross; and • Must possess a current/valid First Aid certification issued by the American Heart Association or American Red Cross; and • Must possess a current/valid Water Safety Instruction (WSI) certification or equivalent issued by the American Red Cross, or a minimum of six (6) months (equivalent to 1,40 hours) of verifiable experience as a lifeguard and/or trainee. • Years of experience and additional certifications will determine salary. • Communication: Ability to speak, write, listen and secure information in a variety of settings. • Teamwork: Ability to work effectively with others to achieve optimal collective results. • Service Attitude/Customer Service: Identifies the needs and wants of members as priority and responds in an effective and timely manner to enhance every person's experience. • Self-Management: Ability to direct personal performance to achieve desired results.			

ADDENDUM B

	Service Description	Daily	Monthly	Quarterly
1	Vacuum, sweep and clean all submerged surfaces (i.e. stairs, walls, floors, etc.) of Pool(s).	X		
2	Cleanse the pools of dirt, scum and scale deposits.	X		
3	The sides and bottom of Pool(s) shall be kept free from slime and algae.	X		
4	Water surface is to be skimmed to remove floating debris.	X		
5	Remove and clean strainer baskets around Pools and in pump rooms.	X		
6	Brush submerged surfaces (such as walls, steps) for Pools.	X		
7	Maintain proper records in accordance with the state, local County, City or other prevailing Health Department regulations as to operation, chlorine level and pH level. Record to include service performed and chemicals used; said records are to be legible and are to be kept on premises in a protected location. The Contractor will maintain a journal of Pool testing that will itemize each Pool tested and in which the time, date and results will be recorded. The journal should list the normal values for the type of tester that is being used. Daily monitoring will be made available online and forwarded to property personnel daily.	X		
8	Maintain all deck equipment and Pool equipment in safe, clean and good operating condition. Repairs to equipment must be approved in advance, and such repairs will be an additional charge.	X		

	Service Description	Daily	Monthly	Quarterly
9	Perform water tests and maintain the following chemical parameter for the Pools being maintained. Test and record during each regular service for: Free chlorine, total chlorine and pH Test and record weekly the total alkalinity. Pool PH level of 7.2 to 8.0. Free chlorine residual must be maintained to at least 1.0 ppm (1.5 ppm if cyanuric acid is used as a stabilizer). Note: One Stop Pool Pros recommends that all bodies of water be equipped with chemical automation control units. These units monitor and maintain chemicals (chlorine, pH) at perfect levels with the use of sensors, and chemical feed pumps. This assures against any chemical damage to the plaster or equipment. Without these controllers chemical levels can not be guarantee due to the various factors that can cause chemical fluctuation. Total chlorine – same as free chlorine reading. Cyanuric Acid - must be a minimum of 40 ppm and will not exceed 100 ppm (Tested monthly) Total Alkalinity – 80-110 ppm. (Tested monthly) Calcium hardness – 200-600 ppm. (Tested monthly) Total Dissolved Solids (TDS) – Not to exceed 2500 ppm. (Tested monthly) Copper - maintained at a level of zero (0) Calcium Saturation Index - maintained at a level of -.5 and +.5 (Tested Monthly)	X		
10	Maintain correct water levels to assure effective skimming and prevent cavitation.	X		
11	Perform and record results of calcium hardness and cyanuric acid levels. Pool water should be drained if calcium hardness exceeds 600 ppm or if cyanuric acid exceeds 100 ppm. When drained, Pools will be inspected for damage, repaired as necessary, and refilled. Repairs required will be an extra charge.		X	
12	Pool equipment rooms shall be kept in a neat and sanitary condition at all times.	X		
13	Set thermostat(s) as requested by Owner for Pool operations, and maintain consistent temperatures.	X		
14	Adjust chemical feed system to assure continuous maintenance of chlorine and pH parameters. Chlorinators must be operational during all use periods.	X		
15	Properly set timers to assure operations during hours of use and for a minimum of 3 hours before and after use.	X		
16	Inspect gate closing locks and mechanisms. If in need of repair, secure them in a closed state and notify management immediately for instructions.	X		
17	Ensure proper emergency signage is posted at all times in accordance with city/county regulations.	X		
18	Notify Owner of any vandalism, theft, or damage to pool area, equipment, or related furnishings.	X		
19	Filters - Inspect and clean filters. The filters will be disassembled and cleaned in accordance with the cleaning instructions in the Diatomaceous Earth (DE) or Cartridge Filter Maintenance Instructions, if applicable.			X
20	Check drains and skimmer covers.	X		
21	Check condition of safety signs, life rings, rope and safety hooks.	X		
22	Backwash Pools as necessary.	X		

	Service Description	Daily	Monthly	Quarterly
23	Report all safety issues and/or any other equipment problems including, but not limited to: loose handrails, flow meters, water leaks, over and under heating, etc.	X		



CITY OF DANIA BEACH - C.W. Thomas Park

Proposal for Life Guard Services

2026 - 2027

PRESENTED BY ONE STOP AQUATIC SAFETY, INC.

Prepared for:

CITY OF DANIA BEACH - C.W. Thomas Park
100 NW Eighth Avenue, Dania Beach, FL 33004

Anthony Ifedi
Deputy Director of Parks and Recreation
aifedi@daniabeachfl.gov (954) 924-3838

Prepared by:

Maykel Rodriguez
President
One Stop Aquatic Safety
4345 NE 12th Terrace, Oakland Park, FL 33334
(305) 401-5048
Maykel@onestoppoolpros.com

Document No. YHQPR-AZJBj-8U5VZ-R7NLW
Date Sent: 09/03/2026

Proposal for Life Guard Services 2026 - 2027

Prepared for CITY OF DANIA BEACH - C.W. Thomas Park



Provided by One Stop Aquatic Safety, Inc.

Proposal No. YHQPR-AZJBJ-8U5VZ-R7NLW 09/03/2026

1.0 DEFINITIONS

Wherever these words occur in this specification, they shall have the following meanings:

A.	SPECIFICATION:	General information, general requirements, specific requirements, any any supplements, drawings, sketches and data sheets, attached or referenced, comprise the complete specification
B.	OWNER:	CITY OF DANIA BEACH - C.W. Thomas Park
C.	PHYSICAL ADDRESS:	100 NW Eighth Avenue, Dania Beach, FL 33004
D.	CONTRACTOR:	One Stop Pool Pros, Inc.
E.	WORK:	Life Guard Services as specified, implied or directed
F.	AS DIRECTED:	Instructions from the CITY OF DANIA BEACH - C.W. Thomas Park
G.	BY OTHERS:	Work by others is not part of this contract
H.	APPROVAL:	Approval by CITY OF DANIA BEACH - C.W. Thomas Park in it's discretion
I.	EXTRA WORK:	Work above Contractor's normal scope of work. Compensation for "extra work" will be made by the Owner's Representative.

2.0 GENERAL REQUIREMENTS

Amenities to be serviced:

POOL

Total of one (1) body of Water

2.01 SERVICE SCHEDULE

Life Guard Services will be performed year-round, at a frequency of seven (7) days per week.

2.02 COUNTY GUIDELINES & REQUIREMENTS

MANDATED POOL CLOSURES: Fecal accidents are a concern and an inconvenience to bathers. Should fecal matter, vomit, or deceased animal matter be reported in the pool, One Stop Aquatic Safety, Inc. technicians will follow Health Department guidelines for mandatory pool closure and water treatment. Pool closures allow the chemicals to effectively kill harmful bacteria and help prevent Recreational Water Illnesses (RWIs).

Understanding that pool closure is necessary for proper disinfection and the protection of swimmers' health and safety will promote bather support. For more details on required closure times and guidelines, please contact our office directly. "POOL CLOSED" signs will be posted on all pool gates to alert residents of any pool closures. The gates will remain unlocked during this time to ensure that Fire & Rescue, Police, and other officials have 24-hour access to respond to any accident or emergency call. Restricted access cannot be permitted for these officials.

2.03 SCOPE OF WORK

This specification establishes the standard for Life Guard Services at CITY OF DANIA BEACH - C.W. Thomas Park, and can be reviewed in **Addendum A**.

2.04 ACCESS

CITY OF DANIA BEACH - C.W. Thomas Park agrees to provide One Stop Aquatic Safety, Inc. parking for all personnel while working and within the property at no charge during service. CITY OF DANIA BEACH - C.W. Thomas Park also agrees that One Stop Aquatic Safety, Inc. Inspectors, Auditors and all Company Representatives in general will be provided parking at no charge while conducting business on behalf of One Stop Aquatic Safety, Inc. CITY OF DANIA BEACH - C.W. Thomas Park.

2.05 CONTRACT TERMS

The agreement shall continue in perpetuity until cancelled. Initial proposed pricing is subject to change without notice. Adjustments will be based on changes in contractors cost. This Public Pool Management contract is subject to thirty (30) days written notice of cancellation with or without cause by either party. Upon written notice of cancellation, CITY OF DANIA BEACH - C.W. Thomas Park, prior to service cessation, will pay all balances in full immediately upon notice.

2.06 PAYMENT

INVOICE SUBMISSION & PAYMENT TERMS COMMENCING WEEK 1

Payment by the CITY OF DANIA BEACH - C.W. Thomas Park will be made to the contractor by the first (1st) of each month for the current month. Any work performed as "extra work" shall be approved in advance, in writing, by the CITY OF DANIA BEACH - C.W. Thomas Park and will be billed on a separate invoice (one copy) with a detailing of the service, location and appropriate detail of labor and materials provided. Payment shall be made upon verification of completion of the services per contract as per the terms of the agreement. **A 4.5% finance charge will be automatically applied to balances exceeding forty-five (45) days.**

PAYMENT METHODS: Payments may be made to One Stop Aquatic Safety, Inc via check, credit card or online payment via our secure website, or scheduled bank wire, if applicable.

3.0 INSURANCE & INDEMNITY

One Stop Aquatic Safety, Inc. shall provide the insurance coverage specified below. The insurance company providing required insurance coverage will be required to provide CITY OF DANIA BEACH - C.W. Thomas Park with immediate thirty (30) day notice of cancellation regarding any policy. Unless otherwise advised by CITY OF DANIA BEACH - C.W. Thomas Park, CITY OF DANIA BEACH - C.W. Thomas Park shall be named as additional insured. All policies shall be written with insurance companies authorized to write business in the State of Florida and have a minimum AM Best Rating A-IX unless approved in writing by CITY OF DANIA BEACH - C.W. Thomas Park. The AM Best Rating of each carrier should be specified on the appropriate certificate of insurance.

All insurance providing required coverage such coverage shall be in place at all times during the performance of the Public Pool Management, and shall have the following minimum terms:

- **General Liability:** Coverage shall be written on an occurrence basis providing, \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 in the general aggregate, \$5,000 medical expense and \$2,000,000 coverage for products/completed operations. The policy shall provide coverage for contractual liability and shall contain no exclusion for "XCU." The coverage must be written on ISO Form CG 00 01 12 07 or its equivalent. The policy shall not contain any deductible.
- **Automobile Liability:** Covering any liabilities of One Stop Pool Pros, Inc. Miami with respect to the ownership, maintenance, or use of any auto used in connection with the performance of the Work, on a form equal to the latest version of ISO form CA 00 03 with a limit at least equal to \$1,000,000 per accident, bodily injury and property damage combined.
- **Workers' Compensation:** One Stop Pool Pros, Inc. Miami shall maintain Workers' Compensation Insurance, as required by Florida law.
- **Umbrella Excess Liability:** Following form of underlying General Liability policies, with limits of at least \$5,000,000 per occurrence and \$5,000,000 aggregate. No aggregate shall apply to any coverage that is not subject to an aggregate in the underlying policy.

Proposal No. YHQPR-AZJBJ-8U5VZ-R7NLW 09/03/2026

STAFF PAY RATES	Staff Pay Rates	Bill Rates	Markup
Aquatic Manager	\$25.00/Hour	\$42.50/Hour	70%
Lifeguard	\$18.00/Hour	\$29.70/Hour	65%
Lifeguard Water Safety Instructor	\$20.00/Hour	\$34.00/Hour	65%

SCOPE OF WORK	SERVICED BODIES OF WATER
YEAR-ROUND LIFE GUARD SERVICES Seven (7) Days Per Week PRICES AND SERVICES VALID FROM 2026 THROUGH 2027 <u>MID-AUGUST (SCHOOL STARTS) - OCTOBER 31st</u> Monday - Friday: 12:00 pm - 7:00 pm Saturday: 10:00 am - 5:00 pm Sunday: 10:00 am - 5:00 pm <u>NOVEMBER 1st - MARCH 31st</u> Monday - Friday: 2:00 pm - 6:00 pm Saturday: 10:00 am - 5:00 pm Sunday: 10:00 am - 5:00 pm <u>APRIL 1st - END OF SCHOOL YEAR</u> Monday - Friday: 12:00 pm - 6:00 pm Saturday: 10:00 am - 5:00 pm Sunday: 10:00 am - 5:00 pm	POOL Total of one (1) Body of Water

SCOPE OF WORK	SERVICED BODIES OF WATER
<u>END OF SCHOOL YEAR - MID AUGUST (school start)</u> Monday - Friday: 10:00 am - 7:00 pm Saturday: 10:00 am - 5:00 pm Sunday: 10:00 am - 5:00 pm <u>SWIM LESSON SCHEDULE DISCUSSED AND BUDGETED</u> SUMMERTIME LEARNS TO SWIM PROGRAM OFFERED 10 WEEKS, 5 TWO-WEEK SESSIONS. 5 ADDITIONAL SWIM INSTRUCTORS. Staff would be scheduled 30 minutes before opening until 30 minutes after closing. All chemicals, equipment and supplies to be provided by CITY OF DANIA BEACH - C.W. Thomas Park	
COST BREAKDOWN	Cost Estimates
OPEN SWIM ANNUAL:	\$270,544.50
SWIM LESSONS PUBLIC:	\$148,500.00
SWIM CENTRAL:	\$23,760.00
The total <u>estimated cost</u> for the year:	\$442,804.50
Monthly Average:	\$36,900.38

Open swim August 11th thru 31st, September and October cost breakdown:

					Sept & October				
		Daily Hours				Monday thru Friday		Saturday & Sunday	
Mon Thru Fri	12pm to 7pm	8				Hourly Bill Rate		Hourly Bill Rate	
Sat & Sun	10am to 5pm	8				Manager: 1 \$ 42.50 \$ 14,960.00		\$ 42.50 \$ 5,780.00	
		M-F Total Days	Sat & Sun Total Days	M-F Month total Hours	Sat & Sun Month Total Hours	Lifeguard: 2 \$ 29.70 \$ 20,908.80		\$ 29.70 \$ 8,078.40	
		August 11-31	15	6	120	48	Total \$ 35,868.80	Total \$ 13,858.40	
		Sept	22	8	176	64			
		October	22	9	176	72			
		total		352		136		Total \$ 49,727.20	
								Monthly: \$ 24,863.60	

Open Swim November, December, January, February and March Cost Breakdown:

		Daily Hours						Nov, Dec, Jan, Feb, March			
Mon Thru Fri	2pm to 6pm	5									
Sat & Sun	10am to 5pm	8									
		M-F Total Days	Sat & Sun Total Days	M-F Month total Hours	Sat & Sun Month Total Hours						
November		21	9	105	72						
December		23	8	115	64						
January		21	10	105	80						
February		20	8	100	64						
March		23	8	115	64						
		total		540	344						

		Monday thru Friday		Saturday & Sunday	
		Hourly Bill Rate			Hourly Bill Rate
Manager: 1	\$	42.50	\$22,950.00	\$	42.50 \$ 14,620.00
Lifeguard: 2	\$	29.70	\$32,076.00	\$	29.70 \$ 20,433.60
		Total	\$ 55,026.00	Total	\$ 35,053.60
				Total	
				Total	\$ 90,079.60
				Monthly:	\$ 18,015.92

Open Swim April, May Cost breakdown:

		Daily Hours			
Mon Thru Fri	12pm to 7pm	7			
Sat & Sun	10am to 5pm	8			
		M-F Total Days	Sat & Sun Total Days	M-F Month total Hours	Sat & Sun Month Total Hours
	April	22	8	154	64
	May	21	10	147	80
		total		301	144

April & May								
Monday thru Friday			Saturday & Sunday					
Hourly Bill Rate			Hourly Bill Rate					
Manager: 1	\$	42.50	\$	12,792.50	\$	42.50	\$	6,120.00
Lifeguard: 2	\$	29.70	\$	17,879.40	\$	29.70	\$	8,553.60
Total			\$	30,671.90	Total	\$	14,673.60	
						Total		
						Total	\$	45,345.50
						Monthly:	\$	22,672.75

Open Swim June, July, August 1st thru 10th Cost breakdown

		Daily Hours			
Mon Thru Fri	12pm to 7pm	10			
Sat & Sun	10am to 5pm	8			
		M-F Total Days	Sat & Sun Total Days	M-F Month total Hours	Sat & Sun Month Total Hours
	June	22	8	220	64
	July	22	9	220	72
	August 1-10	7	3	70	24
total				440	136

June & July										
Monday thru Friday			Saturday & Sunday							
	Hourly Bill Rate			Hourly Bill Rate						
Manager: 1	\$	42.50	\$	18,700.00	\$	42.50	\$	5,780.00		
Lifeguard: 2	\$	29.70	\$	26,136.00	\$	29.70	\$	8,078.40		
	Total		\$	44,836.00		Total		\$	13,858.40	
						Total				
						Total			\$	58,694.40
						Monthly:			\$	29,347.20

Open Swim August Cost breakdown

					August						
		M-F Total Days	Sat & Sun Total Days	M-F Month total Hours	Sat & Sun Month Total Hours	Monday thru Friday			Saturday & Sunday		
August		22	9	190	72	Hourly Bill Rate			Hourly Bill Rate		
						Manager: 1	\$ 42.50	\$ 8,075.00	\$ 42.50	\$ 3,060.00	
						Lifeguard: 2	\$ 29.70	\$ 11,286.00	\$ 29.70	\$ 4,276.80	
						Total \$ 19,361.00			Total \$ 7,336.80		
									Total		
									Total \$ 26,697.80		
									Monthly: \$ 26,697.80		

Swim Central Swim lessons Breakdown:

Swim Lessons 12 Weeks				
	Monday thru Friday		Total	
	Hourly Bill Rate		Weekly:	\$ 1,980.00
Swim Instructor: 2	\$ 33.00	\$ 1,980.00	12 Weeks	\$ 23,760.00

Public Swim Lessons Breakdown Summer-time learns to swim program offered 10 weeks, 5 two-week sessions:

Swim Lessons Summer time/Swim lessons to the public				
Swim Instructor	Monday Thru Friday			
	Hourly Bill Rate			
	\$ 33.00	\$ 165.00	cost per hour 5 Swim Instructors	
	\$ -			
	Daily	\$ 990.00	Cost per day	
	Week Cost	\$ 4,950.00		
			Week Total	\$ 4,950.00
			Monthly	\$ 12,375.00
			Total	\$ 148,500.00

PRICING IS VALID FOR THIRTY DAYS FROM THE DATE OF THIS PROPOSAL, OR THROUGH 2027.

One Stop Aquatic Safety, Inc. may opt to re-quote the enclosed scope of work should approval extend past thirty (30) days.

APPROVALS



Proposal for Life Guard Services 2026 - 2027

Prepared for CITY OF DANIA BEACH - C.W. Thomas Park

Provided by One Stop Aquatic Safety, Inc.

Proposal No. YHQPR-AZJBJ-8U5VZ-R7NLW 09/03/2026

CITY OF DANIA BEACH - C.W. Thomas Park	ONE STOP AQUATIC SAFETY, INC.
Approved by:	Approved by:
Management or Authorized Representative for: CITY OF DANIA BEACH - C.W. Thomas Park	One Stop Aquatic Safety Authorized Representative:
I, the undersigned, have read the prepared proposal and pricing reflecting the cost to perform the necessary maintenance functions in accordance with the provided specifications. I authorize commencement of this contract and work as outlined in this proposal upon a specific date yet to be established or communicated.	I, the undersigned, have read and understand the above specifications as provided. I have prepared and submitted a proposal reflecting the scope and cost to perform the necessary Public Pool Management service.
Name of Signer	Maykel Rodriguez Name of Signer
Title, or Authority	President Title, or Authority
Signature	<i>Maykel Rodriguez</i> Signature
Date	09/03/2026 Date



ADDENDUM A & B

Scope of Work Life Guard Services

CITY OF DANIA BEACH - C.W. Thomas Park
YHQPR-AZJBj-8U5VZ-R7NLW 09/03/2026

ADDENDUM A

	Service Description	Daily	Monthly	Quarterly
LG1	Provide lifeguards at locations specified by the City, shall be completely responsible for the supervision of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements. Work days, hours, and number of lifeguards will vary from day to day operations and/or seasonally according to the expected number of persons using the pool facilities.	X		
LG2	Responsible for the safety of swimmers and enforcement of regulations at a municipally-operated swimming pool; maintaining discipline in and around swimming pool to prevent accidents; maintaining an appropriate level of fitness for conducting rescue operations; administering cardiopulmonary resuscitation (CPR) and First Aid; directing communication and contact with swimmers and the general public; educating users when they are engaged in activities which may increase the risk of personal injury to themselves or others; cleaning and disinfecting the pool, decks, showers, locker rooms and equipment used for aquatic activities; writing reports of accidents and incidents; completing various facility checklists and forms; participate in department training activities and meetings; preparing the pool for various aquatic programs; tallying attendance and monitoring admission payments; presenting a professional appearance and attitude at all times; and maintaining a high degree of customer service. The Pool Lifeguard also performs related duties as required and report directly to the Lead Lifeguard, the Recreation Programmer, the Operations Manager and the Parks Director. Employees may be required to work early mornings, nights, weekends and holidays. The positions are part-time. Essential duties require the following physical skills and work environment: sufficient strength and coordination to rescue submerged victims and remove them from the water.	X		
LG3	Performs related duties as required and report directly to the Lead Lifeguard, the Recreation Programmer, the Operations Manager and the Parks Director. Employees may be required to work early mornings, nights, weekends and holidays. The positions are part-time. Essential duties require the following physical skills and work environment: sufficient strength and coordination to rescue submerged victims and remove them from the water.	X		
LG4	<u>Minimum Requirements</u> 17 years of age			

	Service Description	Daily	Monthly	Quarterly
	• Must possess a current/valid Lifeguard Training certification issued by the American Red Cross, YMCA or Ellis and Associates; and • Must possess a current/valid Cardiopulmonary Resuscitation for the Professional Rescuer / Automated External Defibrillator (CPRFPR/AED) certification issued by the American Heart Association or American Red Cross; and • Must possess a current/valid First Aid certification issued by the American Heart Association or American Red Cross; and • Must possess a current/valid Water Safety Instruction (WSI) certification or equivalent issued by the American Red Cross, or a minimum of six (6) months (equivalent to 1,40 hours) of verifiable experience as a lifeguard and/or trainee. • Years of experience and additional certifications will determine salary. • Communication: Ability to speak, write, listen and secure information in a variety of settings. • Teamwork: Ability to work effectively with others to achieve optimal collective results. • Service Attitude/Customer Service: Identifies the needs and wants of members as priority and responds in an effective and timely manner to enhance every person's experience. • Self-Management: Ability to direct personal performance to achieve desired results.			

ADDENDUM B

	Service Description	Daily	Monthly	Quarterly
1	Vacuum, sweep and clean all submerged surfaces (i.e. stairs, walls, floors, etc.) of Pool(s).	X		
2	Cleanse the pools of dirt, scum and scale deposits.	X		
3	The sides and bottom of Pool(s) shall be kept free from slime and algae.	X		
4	Water surface is to be skimmed to remove floating debris.	X		
5	Remove and clean strainer baskets around Pools and in pump rooms.	X		
6	Brush submerged surfaces (such as walls, steps) for Pools.	X		
7	Maintain proper records in accordance with the state, local County, City or other prevailing Health Department regulations as to operation, chlorine level and pH level. Record to include service performed and chemicals used; said records are to be legible and are to be kept on premises in a protected location. The Contractor will maintain a journal of Pool testing that will itemize each Pool tested and in which the time, date and results will be recorded. The journal should list the normal values for the type of tester that is being used. Daily monitoring will be made available online and forwarded to property personnel daily.	X		
8	Maintain all deck equipment and Pool equipment in safe, clean and good operating condition. Repairs to equipment must be approved in advance, and such repairs will be an additional charge.	X		

	Service Description	Daily	Monthly	Quarterly
9	Perform water tests and maintain the following chemical parameter for the Pools being maintained. Test and record during each regular service for: Free chlorine, total chlorine and pH Test and record weekly the total alkalinity. Pool PH level of 7.2 to 8.0. Free chlorine residual must be maintained to at least 1.0 ppm (1.5 ppm if cyanuric acid is used as a stabilizer). Note: One Stop Pool Pros recommends that all bodies of water be equipped with chemical automation control units. These units monitor and maintain chemicals (chlorine, pH) at perfect levels with the use of sensors, and chemical feed pumps. This assures against any chemical damage to the plaster or equipment. Without these controllers chemical levels can not be guarantee due to the various factors that can cause chemical fluctuation. Total chlorine – same as free chlorine reading. Cyanuric Acid - must be a minimum of 40 ppm and will not exceed 100 ppm (Tested monthly) Total Alkalinity – 80-110 ppm. (Tested monthly) Calcium hardness – 200-600 ppm. (Tested monthly) Total Dissolved Solids (TDS) – Not to exceed 2500 ppm. (Tested monthly) Copper - maintained at a level of zero (0) Calcium Saturation Index - maintained at a level of -.5 and +.5 (Tested Monthly)	X		
10	Maintain correct water levels to assure effective skimming and prevent cavitation.	X		
11	Perform and record results of calcium hardness and cyanuric acid levels. Pool water should be drained if calcium hardness exceeds 600 ppm or if cyanuric acid exceeds 100 ppm. When drained, Pools will be inspected for damage, repaired as necessary, and refilled. Repairs required will be an extra charge.		X	
12	Pool equipment rooms shall be kept in a neat and sanitary condition at all times.	X		
13	Set thermostat(s) as requested by Owner for Pool operations, and maintain consistent temperatures.	X		
14	Adjust chemical feed system to assure continuous maintenance of chlorine and pH parameters. Chlorinators must be operational during all use periods.	X		
15	Properly set timers to assure operations during hours of use and for a minimum of 3 hours before and after use.	X		
16	Inspect gate closing locks and mechanisms. If in need of repair, secure them in a closed state and notify management immediately for instructions.	X		
17	Ensure proper emergency signage is posted at all times in accordance with city/county regulations.	X		
18	Notify Owner of any vandalism, theft, or damage to pool area, equipment, or related furnishings.	X		
19	Filters - Inspect and clean filters. The filters will be disassembled and cleaned in accordance with the cleaning instructions in the Diatomaceous Earth (DE) or Cartridge Filter Maintenance Instructions, if applicable.			X
20	Check drains and skimmer covers.	X		
21	Check condition of safety signs, life rings, rope and safety hooks.	X		
22	Backwash Pools as necessary.	X		

	Service Description	Daily	Monthly	Quarterly
23	Report all safety issues and/or any other equipment problems including, but not limited to: loose handrails, flow meters, water leaks, over and under heating, etc.	X		



CITY OF DANIA BEACH - C.W. Thomas Park

Proposal for Life Guard Services

2026 - 2027

PRESENTED BY ONE STOP AQUATIC SAFETY, INC.

Prepared for:

CITY OF DANIA BEACH - C.W. Thomas Park
100 NW Eighth Avenue, Dania Beach, FL 33004

Anthony Ifedi
Deputy Director of Parks and Recreation
aifedi@daniabeachfl.gov (954) 924-3838

Prepared by:

Maykel Rodriguez
President
One Stop Aquatic Safety
4345 NE 12th Terrace, Oakland Park, FL 33334
(305) 401-5048
Maykel@onestoppoolpros.com

Document No. YHQPR-AZJBj-8U5VZ-R7NLW
Date Sent: 09/03/2026

Proposal for Life Guard Services 2026 - 2027

Prepared for CITY OF DANIA BEACH - C.W. Thomas Park



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Total of one (1) body of Water

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2.05 CONTRACT TERMS

The agreement shall continue in perpetuity until cancelled. Initial proposed pricing is subject to change without notice. Adjustments will be based on changes in contractors cost. This Public Pool Management contract is subject to thirty (30) days written notice of cancellation with or without cause by either party. Upon written notice of cancellation, CITY OF DANIA BEACH - C.W. Thomas Park, prior to service cessation, will pay all balances in full immediately upon notice.

2.06 PAYMENT

INVOICE SUBMISSION & PAYMENT TERMS COMMENCING WEEK 1

Payment by the CITY OF DANIA BEACH - C.W. Thomas Park will be made to the contractor by the first (1st) of each month for the current month. Any work performed as "extra work" shall be approved in advance, in writing, by the CITY OF DANIA BEACH - C.W. Thomas Park and will be billed on a separate invoice (one copy) with a detailing of the service, location and appropriate detail of labor and materials provided. Payment shall be made upon verification of completion of the services per contract as per the terms of the agreement. **A 4.5% finance charge will be automatically applied to balances exceeding forty-five (45) days.**

PAYMENT METHODS: Payments may be made to One Stop Aquatic Safety, Inc via check, credit card or online payment via our secure website, or scheduled bank wire, if applicable.

3.0 INSURANCE & INDEMNITY

One Stop Aquatic Safety, Inc. shall provide the insurance coverage specified below. The insurance company providing required insurance coverage will be required to provide CITY OF DANIA BEACH - C.W. Thomas Park with immediate thirty (30) day notice of cancellation regarding any policy. Unless otherwise advised by CITY OF DANIA BEACH - C.W. Thomas Park, CITY OF DANIA BEACH - C.W. Thomas Park shall be named as additional insured. All policies shall be written with insurance companies authorized to write business in the State of Florida and have a minimum AM Best Rating A-IX unless approved in writing by CITY OF DANIA BEACH - C.W. Thomas Park. The AM Best Rating of each carrier should be specified on the appropriate certificate of insurance.

All insurance providing required coverage such coverage shall be in place at all times during the performance of the Public Pool Management, and shall have the following minimum terms:

- **General Liability:** Coverage shall be written on an occurrence basis providing, \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 in the general aggregate, \$5,000 medical expense and \$2,000,000 coverage for products/completed operations. The policy shall provide coverage for contractual liability and shall contain no exclusion for "XCU." The coverage must be written on ISO Form CG 00 01 12 07 or its equivalent. The policy shall not contain any deductible.
- **Automobile Liability:** Covering any liabilities of One Stop Pool Pros, Inc. Miami with respect to the ownership, maintenance, or use of any auto used in connection with the performance of the Work, on a form equal to the latest version of ISO form CA 00 03 with a limit at least equal to \$1,000,000 per accident, bodily injury and property damage combined.
- **Workers' Compensation:** One Stop Pool Pros, Inc. Miami shall maintain Workers' Compensation Insurance, as required by Florida law.
- **Umbrella Excess Liability:** Following form of underlying General Liability policies, with limits of at least \$5,000,000 per occurrence and \$5,000,000 aggregate. No aggregate shall apply to any coverage that is not subject to an aggregate in the underlying policy.

Proposal No. YHQPR-AZJBJ-8U5VZ-R7NLW 09/03/2026

STAFF PAY RATES	Staff Pay Rates	Bill Rates	Markup
Aquatic Manager	\$25.00/Hour	\$42.50/Hour	70%
Lifeguard	\$18.00/Hour	\$29.70/Hour	65%
Lifeguard Water Safety Instructor	\$20.00/Hour	\$34.00/Hour	65%

SCOPE OF WORK	SERVICED BODIES OF WATER
YEAR-ROUND LIFE GUARD SERVICES Seven (7) Days Per Week PRICES AND SERVICES VALID FROM 2026 THROUGH 2027 <u>MID-AUGUST (SCHOOL STARTS) - OCTOBER 31st</u> Monday - Friday: 12:00 pm - 7:00 pm Saturday: 10:00 am - 5:00 pm Sunday: 10:00 am - 5:00 pm <u>NOVEMBER 1st - MARCH 31st</u> Monday - Friday: 2:00 pm - 6:00 pm Saturday: 10:00 am - 5:00 pm Sunday: 10:00 am - 5:00 pm <u>APRIL 1st - END OF SCHOOL YEAR</u> Monday - Friday: 12:00 pm - 6:00 pm Saturday: 10:00 am - 5:00 pm Sunday: 10:00 am - 5:00 pm	POOL Total of one (1) Body of Water

SCOPE OF WORK	SERVICED BODIES OF WATER
<u>END OF SCHOOL YEAR - MID AUGUST (school start)</u> Monday - Friday: 10:00 am - 7:00 pm Saturday: 10:00 am - 5:00 pm Sunday: 10:00 am - 5:00 pm <u>SWIM LESSON SCHEDULE DISCUSSED AND BUDGETED</u> SUMMERTIME LEARNS TO SWIM PROGRAM OFFERED 10 WEEKS, 5 TWO-WEEK SESSIONS. 5 ADDITIONAL SWIM INSTRUCTORS. Staff would be scheduled 30 minutes before opening until 30 minutes after closing. All chemicals, equipment and supplies to be provided by CITY OF DANIA BEACH - C.W. Thomas Park	
COST BREAKDOWN	Cost Estimates
OPEN SWIM ANNUAL:	\$270,544.50
SWIM LESSONS PUBLIC:	\$148,500.00
SWIM CENTRAL:	\$23,760.00
The total <u>estimated cost</u> for the year:	\$442,804.50
Monthly Average:	\$36,900.38

Open swim August 11th thru 31st, September and October cost breakdown:

					Sept & October				
		Daily Hours				Monday thru Friday		Saturday & Sunday	
Mon Thru Fri	12pm to 7pm	8				Hourly Bill Rate		Hourly Bill Rate	
Sat & Sun	10am to 5pm	8				Manager: 1 \$ 42.50 \$ 14,960.00		\$ 42.50 \$ 5,780.00	
		M-F Total Days	Sat & Sun Total Days	M-F Month total Hours	Sat & Sun Month Total Hours	Lifeguard: 2 \$ 29.70 \$ 20,908.80		\$ 29.70 \$ 8,078.40	
August 11-31		15	6	120	48	Total \$ 35,868.80		Total \$ 13,858.40	
Sept		22	8	176	64				
October		22	9	176	72				
		total		352	136			Total \$ 49,727.20	
								Monthly: \$ 24,863.60	

Open Swim November, December, January, February and March Cost Breakdown:

		Daily Hours						Nov, Dec, Jan, Feb, March			
Mon Thru Fri	2pm to 6pm	5									
Sat & Sun	10am to 5pm	8									
		M-F Total Days	Sat & Sun Total Days	M-F Month total Hours	Sat & Sun Month Total Hours						
November		21	9	105	72						
December		23	8	115	64						
January		21	10	105	80						
February		20	8	100	64						
March		23	8	115	64						
		total		540	344						

		Monday thru Friday				Saturday & Sunday	
		Hourly Bill Rate				Hourly Bill Rate	
Manager: 1	\$	42.50	\$22,950.00			\$	42.50 \$ 14,620.00
Lifeguard: 2	\$	29.70	\$32,076.00			\$	29.70 \$ 20,433.60
		Total \$ 55,026.00				Total \$ 35,053.60	
						Total	
						Total \$ 90,079.60	
						Monthly: \$ 18,015.92	

Open Swim April, May Cost breakdown:

		Daily Hours			
Mon Thru Fri	12pm to 7pm	7			
Sat & Sun	10am to 5pm	8			
		M-F Total Days	Sat & Sun Total Days	M-F Month total Hours	Sat & Sun Month Total Hours
	April	22	8	154	64
	May	21	10	147	80
		total		301	144

April & May								
Monday thru Friday			Saturday & Sunday					
Hourly Bill Rate			Hourly Bill Rate					
Manager: 1	\$	42.50	\$	12,792.50	\$	42.50	\$	6,120.00
Lifeguard: 2	\$	29.70	\$	17,879.40	\$	29.70	\$	8,553.60
Total			\$	30,671.90	Total		\$	14,673.60
						Total		
						Total	\$ 45,345.50	
						Monthly:	\$ 22,672.75	

Open Swim June, July, August 1st thru 10th Cost breakdown

		Daily Hours			
Mon Thru Fri	12pm to 7pm	10			
Sat & Sun	10am to 5pm	8			
		M-F Total Days	Sat & Sun Total Days	M-F Month total Hours	Sat & Sun Month Total Hours
	June	22	8	220	64
	July	22	9	220	72
	August 1-10	7	3	70	24
total				440	136

June & July					
			Monday thru Friday		Saturday & Sunday
			Hourly Bill Rate		Hourly Bill Rate
Manager: 1	\$	42.50	\$	18,700.00	\$ 42.50 \$ 5,780.00
Lifeguard: 2	\$	29.70	\$	26,136.00	\$ 29.70 \$ 8,078.40
			Total	\$ 44,836.00	Total \$ 13,858.40
					Total
					Total \$ 58,694.40
					Monthly: \$ 29,347.20

Open Swim August Cost breakdown

					August						
		M-F Total Days	Sat & Sun Total Days	M-F Month total Hours	Sat & Sun Month Total Hours	Monday thru Friday			Saturday & Sunday		
	August	22	9	190	72	Hourly Bill Rate			Hourly Bill Rate		
						Manager: 1	\$ 42.50	\$ 8,075.00	\$ 42.50	\$ 3,060.00	
						Lifeguard: 2	\$ 29.70	\$ 11,286.00	\$ 29.70	\$ 4,276.80	
						Total \$ 19,361.00			Total \$ 7,336.80		
									Total		
									Total \$ 26,697.80		
									Monthly: \$ 26,697.80		

Swim Central Swim lessons Breakdown:

Swim Lessons 12 Weeks				
	Monday thru Friday		Total	
	Hourly Bill Rate		Weekly:	\$ 1,980.00
Swim Instructor: 2	\$ 33.00	\$ 1,980.00	12 Weeks	\$ 23,760.00

Public Swim Lessons Breakdown Summer-time learns to swim program offered 10 weeks, 5 two-week sessions:

Swim Lessons Summer time/Swim lessons to the public			
Swim Instructor	Monday Thru Friday		cost per hour 5 Swim Instructors Cost per day
	Hourly Bill Rate		
	\$ 33.00	\$ 165.00	
	\$ -		
	Daily	\$ 990.00	
	Week Cost	\$ 4,950.00	Week Total \$ 4,950.00 Monthly \$ 12,375.00 Total \$ 148,500.00

PRICING IS VALID FOR THIRTY DAYS FROM THE DATE OF THIS PROPOSAL, OR THROUGH 2027.

One Stop Aquatic Safety, Inc. may opt to re-quote the enclosed scope of work should approval extend past thirty (30) days.

APPROVALS



Proposal for Life Guard Services 2026 - 2027

Prepared for CITY OF DANIA BEACH - C.W. Thomas Park

Provided by One Stop Aquatic Safety, Inc.

Proposal No. YHQPR-AZJBJ-8U5VZ-R7NLW 09/03/2026

CITY OF DANIA BEACH - C.W. Thomas Park	ONE STOP AQUATIC SAFETY, INC.
Approved by:	Approved by:
Management or Authorized Representative for: CITY OF DANIA BEACH - C.W. Thomas Park	One Stop Aquatic Safety Authorized Representative:
I, the undersigned, have read the prepared proposal and pricing reflecting the cost to perform the necessary maintenance functions in accordance with the provided specifications. I authorize commencement of this contract and work as outlined in this proposal upon a specific date yet to be established or communicated.	I, the undersigned, have read and understand the above specifications as provided. I have prepared and submitted a proposal reflecting the scope and cost to perform the necessary Public Pool Management service.
Name of Signer	Maykel Rodriguez Name of Signer
Title, or Authority	President Title, or Authority
Signature	<i>Maykel Rodriguez</i> Signature
Date	09/03/2026 Date



ADDENDUM A & B

Scope of Work Life Guard Services

CITY OF DANIA BEACH - C.W. Thomas Park
YHQPR-AZJBj-8U5VZ-R7NLW 09/03/2026

ADDENDUM A

	Service Description	Daily	Monthly	Quarterly
LG1	Provide lifeguards at locations specified by the City, shall be completely responsible for the supervision of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements. Work days, hours, and number of lifeguards will vary from day to day operations and/or seasonally according to the expected number of persons using the pool facilities.	X		
LG2	Responsible for the safety of swimmers and enforcement of regulations at a municipally-operated swimming pool; maintaining discipline in and around swimming pool to prevent accidents; maintaining an appropriate level of fitness for conducting rescue operations; administering cardiopulmonary resuscitation (CPR) and First Aid; directing communication and contact with swimmers and the general public; educating users when they are engaged in activities which may increase the risk of personal injury to themselves or others; cleaning and disinfecting the pool, decks, showers, locker rooms and equipment used for aquatic activities; writing reports of accidents and incidents; completing various facility checklists and forms; participate in department training activities and meetings; preparing the pool for various aquatic programs; tallying attendance and monitoring admission payments; presenting a professional appearance and attitude at all times; and maintaining a high degree of customer service. The Pool Lifeguard also performs related duties as required and report directly to the Lead Lifeguard, the Recreation Programmer, the Operations Manager and the Parks Director. Employees may be required to work early mornings, nights, weekends and holidays. The positions are part-time. Essential duties require the following physical skills and work environment: sufficient strength and coordination to rescue submerged victims and remove them from the water.	X		
LG3	Performs related duties as required and report directly to the Lead Lifeguard, the Recreation Programmer, the Operations Manager and the Parks Director. Employees may be required to work early mornings, nights, weekends and holidays. The positions are part-time. Essential duties require the following physical skills and work environment: sufficient strength and coordination to rescue submerged victims and remove them from the water.	X		
LG4	<u>Minimum Requirements</u> 17 years of age			

	Service Description	Daily	Monthly	Quarterly
	• Must possess a current/valid Lifeguard Training certification issued by the American Red Cross, YMCA or Ellis and Associates; and • Must possess a current/valid Cardiopulmonary Resuscitation for the Professional Rescuer / Automated External Defibrillator (CPRFPR/AED) certification issued by the American Heart Association or American Red Cross; and • Must possess a current/valid First Aid certification issued by the American Heart Association or American Red Cross; and • Must possess a current/valid Water Safety Instruction (WSI) certification or equivalent issued by the American Red Cross, or a minimum of six (6) months (equivalent to 1,40 hours) of verifiable experience as a lifeguard and/or trainee. • Years of experience and additional certifications will determine salary. • Communication: Ability to speak, write, listen and secure information in a variety of settings. • Teamwork: Ability to work effectively with others to achieve optimal collective results. • Service Attitude/Customer Service: Identifies the needs and wants of members as priority and responds in an effective and timely manner to enhance every person's experience. • Self-Management: Ability to direct personal performance to achieve desired results.			

ADDENDUM B

	Service Description	Daily	Monthly	Quarterly
1	Vacuum, sweep and clean all submerged surfaces (i.e. stairs, walls, floors, etc.) of Pool(s).	X		
2	Cleanse the pools of dirt, scum and scale deposits.	X		
3	The sides and bottom of Pool(s) shall be kept free from slime and algae.	X		
4	Water surface is to be skimmed to remove floating debris.	X		
5	Remove and clean strainer baskets around Pools and in pump rooms.	X		
6	Brush submerged surfaces (such as walls, steps) for Pools.	X		
7	Maintain proper records in accordance with the state, local County, City or other prevailing Health Department regulations as to operation, chlorine level and pH level. Record to include service performed and chemicals used; said records are to be legible and are to be kept on premises in a protected location. The Contractor will maintain a journal of Pool testing that will itemize each Pool tested and in which the time, date and results will be recorded. The journal should list the normal values for the type of tester that is being used. Daily monitoring will be made available online and forwarded to property personnel daily.	X		
8	Maintain all deck equipment and Pool equipment in safe, clean and good operating condition. Repairs to equipment must be approved in advance, and such repairs will be an additional charge.	X		

	Service Description	Daily	Monthly	Quarterly
9	Perform water tests and maintain the following chemical parameter for the Pools being maintained. Test and record during each regular service for: Free chlorine, total chlorine and pH Test and record weekly the total alkalinity. Pool PH level of 7.2 to 8.0. Free chlorine residual must be maintained to at least 1.0 ppm (1.5 ppm if cyanuric acid is used as a stabilizer). Note: One Stop Pool Pros recommends that all bodies of water be equipped with chemical automation control units. These units monitor and maintain chemicals (chlorine, pH) at perfect levels with the use of sensors, and chemical feed pumps. This assures against any chemical damage to the plaster or equipment. Without these controllers chemical levels can not be guarantee due to the various factors that can cause chemical fluctuation. Total chlorine – same as free chlorine reading. Cyanuric Acid - must be a minimum of 40 ppm and will not exceed 100 ppm (Tested monthly) Total Alkalinity – 80-110 ppm. (Tested monthly) Calcium hardness – 200-600 ppm. (Tested monthly) Total Dissolved Solids (TDS) – Not to exceed 2500 ppm. (Tested monthly) Copper - maintained at a level of zero (0) Calcium Saturation Index - maintained at a level of -.5 and +.5 (Tested Monthly)	X		
10	Maintain correct water levels to assure effective skimming and prevent cavitation.	X		
11	Perform and record results of calcium hardness and cyanuric acid levels. Pool water should be drained if calcium hardness exceeds 600 ppm or if cyanuric acid exceeds 100 ppm. When drained, Pools will be inspected for damage, repaired as necessary, and refilled. Repairs required will be an extra charge.		X	
12	Pool equipment rooms shall be kept in a neat and sanitary condition at all times.	X		
13	Set thermostat(s) as requested by Owner for Pool operations, and maintain consistent temperatures.	X		
14	Adjust chemical feed system to assure continuous maintenance of chlorine and pH parameters. Chlorinators must be operational during all use periods.	X		
15	Properly set timers to assure operations during hours of use and for a minimum of 3 hours before and after use.	X		
16	Inspect gate closing locks and mechanisms. If in need of repair, secure them in a closed state and notify management immediately for instructions.	X		
17	Ensure proper emergency signage is posted at all times in accordance with city/county regulations.	X		
18	Notify Owner of any vandalism, theft, or damage to pool area, equipment, or related furnishings.	X		
19	Filters - Inspect and clean filters. The filters will be disassembled and cleaned in accordance with the cleaning instructions in the Diatomaceous Earth (DE) or Cartridge Filter Maintenance Instructions, if applicable.			X
20	Check drains and skimmer covers.	X		
21	Check condition of safety signs, life rings, rope and safety hooks.	X		
22	Backwash Pools as necessary.	X		

	Service Description	Daily	Monthly	Quarterly
23	Report all safety issues and/or any other equipment problems including, but not limited to: loose handrails, flow meters, water leaks, over and under heating, etc.	X		



CITY OF DANIA BEACH - P.J. Meli Aquatic Complex

Proposal for Life Guard Services

2026 - 2027

PRESENTED BY **ONE STOP AQUATIC SAFETY, INC.**

Prepared for:

CITY OF DANIA BEACH - P.J. Meli Aquatic Complex
2901 SW 52nd Street, Dania Beach, FL 33312

Cassie Ramos, Director of Parks and Recreation
Sasha Ramos, Procurement Manager
Franky Lazo, Deputy Director of Parks and Recreation

Document No. SFNQS-CSKTB-M2ZJD-V4UJU
Date Sent: 09/03/2026

Prepared by:

Maykel Rodriguez
President
One Stop Aquatic Safety
4345 NE 12th Terrace, Oakland Park, FL 33334
(305) 401-5048
Maykel@onestoppoolpros.com

Proposal for Life Guard Services 2026 - 2027

Prepared for CITY OF DANIA BEACH - P.J. Meli Aquatic Complex



Provided by One Stop Aquatic Safety, Inc.

Proposal No. SFNQS-CSKTB-M2ZJD-V4UJU 09/03/2026

1.0 DEFINITIONS

Wherever these words occur in this specification, they shall have the following meanings:

A.	SPECIFICATION:	General information, general requirements, specific requirements, any any supplements, drawings, sketches and data sheets, attached or referenced, comprise the complete specification
B.	OWNER:	CITY OF DANIA BEACH - P.J. Meli Aquatic Complex
C.	PHYSICAL ADDRESS:	2901 SW 52nd Street, Dania Beach, FL 33312
D.	CONTRACTOR:	One Stop Pool Pros, Inc.
E.	WORK:	All Public Pool Management services as specified, implied or directed
F.	AS DIRECTED:	Instructions from the CITY OF DANIA BEACH - P.J. Meli Aquatic Complex
G.	BY OTHERS:	Work by others is not part of this contract
H.	APPROVAL:	Approval by CITY OF DANIA BEACH - P.J. Meli Aquatic Complex in it's discretion
I.	EXTRA WORK:	Work above Contractor's normal scope of work. Compensation for "extra work" will be made by the Owner's Representative.

2.0 GENERAL REQUIREMENTS

Amenities to be serviced:

Competition Pool

Child's Pool

Total of two (2) bodies of Water

2.01 SERVICE SCHEDULE

Public Pool Management Services will be performed year-round, at a frequency of seven (7) days per week.

2.02 COUNTY GUIDELINES & REQUIREMENTS

MANDATED POOL CLOSURES: Fecal accidents are a concern and an inconvenience to bathers. Should fecal matter, vomit, or deceased animal matter be reported in the pool, One Stop Aquatic Safety, Inc. technicians will follow Health Department guidelines for mandatory pool closure and water treatment. Pool closures allow the chemicals to effectively kill harmful bacteria and help prevent Recreational Water Illnesses (RWIs).

Understanding that pool closure is necessary for proper disinfection and the protection of swimmers' health and safety will promote bather support. For more details on required closure times and guidelines, please contact our office directly. "POOL CLOSED" signs will be posted on all pool gates to alert residents of any pool closures. The gates will remain unlocked during this time to ensure that Fire & Rescue, Police, and other officials have 24-hour access to respond to any accident or emergency call. Restricted access cannot be permitted for these officials.

2.03 SCOPE OF WORK

This specification establishes the standard for Life Guard Services at CITY OF DANIA BEACH - P.J. Meli Aquatic Complex, and can be reviewed in **Addendum A**.

2.04 ACCESS

CITY OF DANIA BEACH - P.J. Meli Aquatic Complex agrees to provide One Stop Aquatic Safety, Inc. parking for all personnel while working and within the property at no charge during service. CITY OF DANIA BEACH - P.J. Meli Aquatic Complex also agrees that One Stop Aquatic Safety, Inc. Inspectors, Auditors and all Company Representatives in general will be provided parking at no charge while conducting business on behalf of One Stop Aquatic Safety, Inc. CITY OF DANIA BEACH - P.J. Meli Aquatic Complex.

2.05 CONTRACT TERMS

The agreement shall continue in perpetuity until cancelled. Initial proposed pricing is subject to change without notice. Adjustments will be based on changes in contractors cost. This Public Pool Management contract is subject to thirty (30) days written notice of cancellation with or without cause by either party. Upon written notice of cancellation, CITY OF DANIA BEACH - P.J. Meli Aquatic Complex, prior to service cessation, will pay all balances in full immediately upon notice.

2.06 PAYMENT

INVOICE SUBMISSION & PAYMENT TERMS COMMENCING WEEK 1

Payment by the CITY OF DANIA BEACH - P.J. Meli Aquatic Complex will be made to the contractor by the first (1st) of each month for the current month. Any work performed as "extra work" shall be approved in advance, in writing, by the CITY OF DANIA BEACH - P.J. Meli Aquatic Complex and will be billed on a separate invoice (one copy) with a detailing of the service, location and appropriate detail of labor and materials provided. Payment shall be made upon verification of completion of the services per contract as per the terms of the agreement. **A 4.5% finance charge will be automatically applied to balances exceeding forty-five (45) days.**

PAYMENT METHODS: Payments may be made to One Stop Aquatic Safety, Inc via check, credit card or online payment via our secure website, or scheduled bank wire, if applicable.

3.0 INSURANCE & INDEMNITY

One Stop Aquatic Safety, Inc. shall provide the insurance coverage specified below. The insurance company providing required insurance coverage will be required to provide CITY OF DANIA BEACH – P.J. Meli Aquatic Complex with immediate thirty (30) day notice of cancellation regarding any policy. Unless otherwise advised by CITY OF DANIA BEACH – P.J. Meli Aquatic Complex, CITY OF DANIA BEACH – P.J. Meli Aquatic Complex shall be named as additional insured. All policies shall be written with insurance companies authorized to write business in the State of Florida and have a minimum AM Best Rating A-IX unless approved in writing by CITY OF DANIA BEACH – P.J. Meli Aquatic Complex. The AM Best Rating of each carrier should be specified on the appropriate certificate of insurance.

All insurance providing required coverage such coverage shall be in place at all times during the performance of the Public Pool Management, and shall have the following minimum terms:

- **General Liability:** Coverage shall be written on an occurrence basis providing, \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 in the general aggregate, \$5,000 medical expense and \$2,000,000 coverage for products/completed operations. The policy shall provide coverage for contractual liability and shall contain no exclusion for “XCU.” The coverage must be written on ISO Form CG 00 01 12 07 or its equivalent. The policy shall not contain any deductible.
- **Automobile Liability:** Covering any liabilities of One Stop Pool Pros, Inc. Miami with respect to the ownership, maintenance, or use of any auto used in connection with the performance of the Work, on a form equal to the latest version of ISO form CA 00 03 with a limit at least equal to \$1,000,000 per accident, bodily injury and property damage combined.
- **Workers’ Compensation:** One Stop Pool Pros, Inc. Miami shall maintain Workers’ Compensation Insurance, as required by Florida law.
- **Umbrella Excess Liability:** Following form of underlying General Liability policies, with limits of at least \$5,000,000 per occurrence and \$5,000,000 aggregate. No aggregate shall apply to any coverage that is not subject to an aggregate in the underlying policy.

PRICING



Proposal for Life Guard Services 2026 - 2027 Prepared for CITY OF DANIA BEACH - P.J. Meli Aquatic Complex

Provided by One Stop Aquatic Safety, Inc.

Proposal No. SFNQS-CSKTB-M2ZJD-V4UJU 09/03/2026

PROPOSED STAFF PAY AND BILL RATES

STAFF PAY RATES	Staff Pay Rates	Bill Rates	Markup
Aquatic Manager	\$25.00/Hour	\$42.50/Hour	70%
Lifeguard	\$18.00/Hour	\$29.70/Hour	65%
Lifeguard Water Safety Instructor	\$20.00/Hour	\$34.00/Hour	65%

ESTIMATED BILL RATES

SCOPE OF WORK	SERVICED BODIES OF WATER
YEAR-ROUND PUBLIC POOL MANAGEMENT Seven (7) Days Per Week M-F: 9am-9pm, Sat-Sun: 9am-6pm Staff would be scheduled 30 minutes before opening until 30 minutes after closing. All chemicals, equipment and supplies to be provided by CITY OF DANIA BEACH - P.J. Meli Aquatic Complex Prices and services valid from 2026 through 2027	Competition Pool Child's Pool Total of two (2) Body of Water
COST BREAKDOWN	Cost Estimates
Peak Season Staffing (May–September): 1 Aquatic Manager, 3 Lifeguards	\$246,092.00
Slow Season Staffing (October–April): 1 Aquatic Manager, 2 Lifeguards	\$259,845.00
Swim Central Learn-to-Swim Program (12 Week): 2 Swim Instructors, 6 hours/day	\$23,760.00

SCOPE OF WORK	SERVICED BODIES OF WATER
The total <u>estimated cost</u> for the year with expenses distributed across three operational areas:	\$529,697.00

May to September					
	Monday thru friday			Saturday & Sunday	
	Hourly Bill Rate			Hourly Bill Rate	
Manager	\$ 42.50	\$ 552.50	Manager	\$ 42.50	\$ 425.00
Lifeguard	\$ 29.70	\$ 1,158.30	Lifeguard	\$ 29.70	\$ 891.00
	Daily	\$ 1,710.80		Daily	\$ 1,316.00
	Week Cost	\$ 8,554.00		Weekend Cost	\$ 2,632.00
			Total		
			Week Total	\$	11,186.00
			Monthly	\$	49,218.40
			Total	\$	246,092.00

October thru April					
	Monday Thru Friday			Saturday and Sunday	
	Hourly Bill Rate			Hourly Bill Rate	
Manager	\$ 42.50	\$ 552.50	Manager	\$ 42.50	\$ 425.00
Lifeguard	\$ 29.70	\$ 772.20	Lifeguard	\$ 29.70	\$ 594.00
	Daily	\$ 1,324.70		Daily	\$ 1,019.00
	Week Cost	\$ 6,623.50		Weekend Cost	\$ 2,038.00
			Total		
			Week Total	\$	8,661.50
			Monthly	\$	37,120.71
			Total	\$	259,845.00

Swim Lessons Swim Central					
Swim Instructor	Monday Thru Friday		cost per hour 4 Swim Instructors		
	Hourly Bill Rate				
	\$ 33.00	\$ 66.00			
	\$ -				
	Daily	\$ 396.00			
	Week Cost	\$ 1,980.00			
</					

PRICING IS VALID FOR THIRTY DAYS FROM THE DATE OF THIS PROPOSAL, OR THROUGH 2027.

One Stop Aquatic Safety, Inc. may opt to re-quote the enclosed scope of work should approval extend past thirty (30) days.

APPROVALS



Proposal for Life Guard Services 2026 - 2027 Prepared for CITY OF DANIA BEACH - P.J. Meli Aquatic Complex

Provided by One Stop Aquatic Safety, Inc.

Proposal No. SFNQS-CSKTB-M2ZJD-V4UJU 09/03/2026

CITY OF DANIA BEACH - P.J. Meli Aquatic Complex	ONE STOP AQUATIC SAFETY, INC.
Approved by:	Approved by:
Management or Authorized Representative for: CITY OF DANIA BEACH - P.J. Meli Aquatic Complex	One Stop Aquatic Safety Authorized Representative:
I, the undersigned, have read the prepared proposal and pricing reflecting the cost to perform the necessary maintenance functions in accordance with the provided specifications. I authorize commencement of this contract and work as outlined in this proposal upon a specific date yet to be established or communicated.	I, the undersigned, have read and understand the above specifications as provided. I have prepared and submitted a proposal reflecting the scope and cost to perform the necessary Public Pool Management service.
Name of Signer	Maykel Rodriguez Name of Signer
Title, or Authority	President Title, or Authority
Signature	<i>Maykel Rodriguez</i> Signature
Date	09/03/2026 Date



ADDENDUM A & B

Scope of Work Life Guard Services

CITY OF DANIA BEACH - P.J. Meli Aquatic Complex
SFNQS-CSKTB-M2ZJD-V4UJU 09/03/2026

ADDENDUM A

	Service Description	Daily	Monthly	Quarterly
LG1	Provide lifeguards at locations specified by the City, shall be completely responsible for the supervision of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements. Work days, hours, and number of lifeguards will vary from day to day operations and/or seasonally according to the expected number of persons using the pool facilities.	X		
LG2	Responsible for the safety of swimmers and enforcement of regulations at a municipally-operated swimming pool; maintaining discipline in and around swimming pool to prevent accidents; maintaining an appropriate level of fitness for conducting rescue operations; administering cardiopulmonary resuscitation (CPR) and First Aid; directing communication and contact with swimmers and the general public; educating users when they are engaged in activities which may increase the risk of personal injury to themselves or others; cleaning and disinfecting the pool, decks, showers, locker rooms and equipment used for aquatic activities; writing reports of accidents and incidents; completing various facility checklists and forms; participate in department training activities and meetings; preparing the pool for various aquatic programs; tallying attendance and monitoring admission payments; presenting a professional appearance and attitude at all times; and maintaining a high degree of customer service. The Pool Lifeguard also performs related duties as required and report directly to the Lead Lifeguard, the Recreation Programmer, the Operations Manager and the Parks Director. Employees may be required to work early mornings, nights, weekends and holidays. The positions are part-time. Essential duties require the following physical skills and work environment: sufficient strength and coordination to rescue submerged victims and remove them from the water.	X		
LG3	Performs related duties as required and report directly to the Lead Lifeguard, the Recreation Programmer, the Operations Manager and the Parks Director. Employees may be required to work early mornings, nights, weekends and holidays. The positions are part-time. Essential duties require the following physical skills and work environment: sufficient strength and coordination to rescue submerged victims and remove them from the water.	X		
LG4	<u>Minimum Requirements</u> 17 years of age			

	Service Description	Daily	Monthly	Quarterly
	• Must possess a current/valid Lifeguard Training certification issued by the American Red Cross, YMCA or Ellis and Associates; and • Must possess a current/valid Cardiopulmonary Resuscitation for the Professional Rescuer / Automated External Defibrillator (CPRFPR/AED) certification issued by the American Heart Association or American Red Cross; and • Must possess a current/valid First Aid certification issued by the American Heart Association or American Red Cross; and • Must possess a current/valid Water Safety Instruction (WSI) certification or equivalent issued by the American Red Cross, or a minimum of six (6) months (equivalent to 1,40 hours) of verifiable experience as a lifeguard and/or trainee. • Years of experience and additional certifications will determine salary. • Communication: Ability to speak, write, listen and secure information in a variety of settings. • Teamwork: Ability to work effectively with others to achieve optimal collective results. • Service Attitude/Customer Service: Identifies the needs and wants of members as priority and responds in an effective and timely manner to enhance every person's experience. • Self-Management: Ability to direct personal performance to achieve desired results.			

ADDENDUM B

	Service Description	Daily	Monthly	Quarterly
1	Vacuum, sweep and clean all submerged surfaces (i.e. stairs, walls, floors, etc.) of Pool(s).	X		
2	Cleanse the pools of dirt, scum and scale deposits.	X		
3	The sides and bottom of Pool(s) shall be kept free from slime and algae.	X		
4	Water surface is to be skimmed to remove floating debris.	X		
5	Remove and clean strainer baskets around Pools and in pump rooms.	X		
6	Brush submerged surfaces (such as walls, steps) for Pools.	X		
7	Maintain proper records in accordance with the state, local County, City or other prevailing Health Department regulations as to operation, chlorine level and pH level. Record to include service performed and chemicals used; said records are to be legible and are to be kept on premises in a protected location. The Contractor will maintain a journal of Pool testing that will itemize each Pool tested and in which the time, date and results will be recorded. The journal should list the normal values for the type of tester that is being used. Daily monitoring will be made available online and forwarded to property personnel daily.	X		
8	Maintain all deck equipment and Pool equipment in safe, clean and good operating condition. Repairs to equipment must be approved in advance, and such repairs will be an additional charge.	X		

	Service Description	Daily	Monthly	Quarterly
9	Perform water tests and maintain the following chemical parameter for the Pools being maintained. Test and record during each regular service for: Free chlorine, total chlorine and pH Test and record weekly the total alkalinity. Pool PH level of 7.2 to 8.0. Free chlorine residual must be maintained to at least 1.0 ppm (1.5 ppm if cyanuric acid is used as a stabilizer). Note: One Stop Pool Pros recommends that all bodies of water be equipped with chemical automation control units. These units monitor and maintain chemicals (chlorine, pH) at perfect levels with the use of sensors, and chemical feed pumps. This assures against any chemical damage to the plaster or equipment. Without these controllers chemical levels can not be guarantee due to the various factors that can cause chemical fluctuation. Total chlorine – same as free chlorine reading. Cyanuric Acid - must be a minimum of 40 ppm and will not exceed 100 ppm (Tested monthly) Total Alkalinity – 80-110 ppm. (Tested monthly) Calcium hardness – 200-600 ppm. (Tested monthly) Total Dissolved Solids (TDS) – Not to exceed 2500 ppm. (Tested monthly) Copper - maintained at a level of zero (0) Calcium Saturation Index - maintained at a level of -.5 and +.5 (Tested Monthly)	X		
10	Maintain correct water levels to assure effective skimming and prevent cavitation.	X		
11	Perform and record results of calcium hardness and cyanuric acid levels. Pool water should be drained if calcium hardness exceeds 600 ppm or if cyanuric acid exceeds 100 ppm. When drained, Pools will be inspected for damage, repaired as necessary, and refilled. Repairs required will be an extra charge.		X	
12	Pool equipment rooms shall be kept in a neat and sanitary condition at all times.	X		
13	Set thermostat(s) as requested by Owner for Pool operations, and maintain consistent temperatures.	X		
14	Adjust chemical feed system to assure continuous maintenance of chlorine and pH parameters. Chlorinators must be operational during all use periods.	X		
15	Properly set timers to assure operations during hours of use and for a minimum of 3 hours before and after use.	X		
16	Inspect gate closing locks and mechanisms. If in need of repair, secure them in a closed state and notify management immediately for instructions.	X		
17	Ensure proper emergency signage is posted at all times in accordance with city/county regulations.	X		
18	Notify Owner of any vandalism, theft, or damage to pool area, equipment, or related furnishings.	X		
19	Filters - Inspect and clean filters. The filters will be disassembled and cleaned in accordance with the cleaning instructions in the Diatomaceous Earth (DE) or Cartridge Filter Maintenance Instructions, if applicable.			X
20	Check drains and skimmer covers.	X		
21	Check condition of safety signs, life rings, rope and safety hooks.	X		
22	Backwash Pools as necessary.	X		

	Service Description	Daily	Monthly	Quarterly
23	Report all safety issues and/or any other equipment problems including, but not limited to: loose handrails, flow meters, water leaks, over and under heating, etc.	X		



City of Homestead Council Agenda Report

Item Number:

5057

AGENDA ITEM INFORMATION

Meeting:	Council Meeting	Meeting Date:	7/22/2026
Department:	Procurement	Department Head:	Malia T. Rivera, NIGP-CPP, CPPO, CPPB
Item Type:	Resolution	Author:	Lilia Jaimes-Renteria, NIGP-CPP, CPPB
Title:	Award of ITB# 202603-Pool Operations & Lifeguard Services		
Requested Action:	Approve Resolution		
Recommendation:	Staff recommends that Mayor and Council award ITB# 202603 Pool Operations & Lifeguard Services to the responsive, responsible bidder, One Stop Aquatic Safety LLC in accordance with the bid tabulation for pool operation and lifeguard services. Further, staff recommends authorizing the City Manager, or his designee, to amend the agreements from time to time for addition/deletion of locations, price adjustments, and renewal or extensions of the agreements in accordance with the ITB and related documents. The contract term shall be for an initial three (3) year term and may be renewed for two (2) additional one-year terms, if mutually agreed upon.		

BACKGROUND AND SUPPORTING DOCUMENTATION

Background Information:	On March 20, 2026, Procurement, on behalf of Parks, Recreation & Open Spaces, issued Invitation to Bid (ITB) No. 202603. This solicitation was publicly advertised via OpenGov, South Florida Business Journal and the South Dade Newsleader. This ITB sought bids for pool operations and lifeguard services for Roby George pool. City Impact: \$125,000.00 Fiscal Impact: General Fund Funding Source: Roby George Pool (201 SW 11AVE) is in District 4, however, the park is open to all Strategic Priority: Quality of Life		
Exhibit Attachment(s):	0(1)		
Exhibit Description(s)	1	Resolution	6
	2	Award Recommendation	7
	3	Bid Tabulation	8
	4	Bid Document	9
	5		10



City of Homestead Council Agenda Report

Item Number: 5057

FUNDING INFORMATION

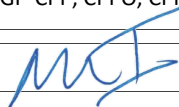
Finance Approval:	Approved-Carlos M. Perez 6/24/26	Total Approved Amount:	\$125,000.00
1 - Account Name:	Professional Services for Roby George Park (FY27)	Account Number:	001-6110-572.33-05 (FY2027)
Amount:	\$125,000.00	Current Balance:	
2 - Account Name:		Account Number:	
Amount:		Current Balance:	
3 - Account Name:		Account Number:	
Amount:		Current Balance:	

PROCUREMENT SECTION

Received Date:	5/18/2026	Reference Number:	ITB# 202603
Transaction Type:	Bid	Bids Solicited / Received:	1
Vendor Name and Information:	One Stop Aquatic Safety LLC		
Procurement Amount:		Details:	Within Established Departmental Budget
Procurement Notes:	The Procurement & Contract Services Department has reviewed all responses and recommends award to the responsive, responsible bidder, One Stop Aquatic Safety LLC, in accordance with the bid tabulation.		
Review Committee Members:			
Completed Date:	5/18/2026	Completed By:	Lilia Jaimes-Renteria, NIGP-CPP, CPPB

REVIEW - APPROVALS

Fleet:	Not Applicable	Initials:	IS	Additional Approvals: Finance & Budget: The is item is included in the proposed FY2027 Budget.
HR / Risk:	Not Applicable	Initials:	AS	
ITD:	Not Applicable	Initials:	YC	

Legal Review:	Karen Lieberman	Legal Date:	5/21/2026
Director Authorization:	Malia T. Rivera, NIGP-CPP, CPPO, CPPB	Director Date:	6/26/2026
City Manager Authorization		Item Status:	

Date Created: 5/18/2026 4:39:04 PM

Last Modified: 6/26/2026 12:28:12 AM



City of Homestead
Procurement & Contract Services Department
AWARD RECOMMENDATION / INTENT TO AWARD

To: Pedro Reynaldos, Director of Parks, Recreation, and Open Spaces

From: **Procurement Specialist:** Lilia Jaimes-Renteria, NIGP-CPP, CPPB

Date: 18-May-26

Solicitation # 202603 Type: ITB Item/Service: Pool Operations & Lifeguard Services

Attached are apparent low bid(s), tabulation, and/or ranking for subject items/services requisitioned by your department. Please complete the applicable portions of this form in order that proper presentation and recommendations may be made. Please return this form to the Procurement Specialist as soon as possible.

1. RECOMMENDATION:

A. Which vendor(s) do you recommend? One Stop Aquatic Safety LLC

B. Does this meet specifications as per your request and as advertised? YES ☒ NO ☐

If No, is the variance considered: MINOR ☐ OR MAJOR ☐

Explain: _____

C. Is the recommendation the lowest bid received? YES ☒ NO ☐ N/A ☐

D. List the bids that are low but which you believe DO NOT meet specifications and list reasons why each does not meet specifications; please attach a memorandum of explanation to this form if necessary. (attach an additional sheet if further comment or explanation is required).

2. PROCUREMENT ACTION/RECOMMENDATION(S):

The Procurement & Contract Services Department has reviewed all responses and recommends award to the responsive, responsible bidder, One Stop Aquatic Safety LLC in accordance with the bid tabulation.
Pool Operator/Site Supervisor: 70% rate mark-up
Lead Lifeguard: 70% rate mark-up
Lifeguard: 65% rate mark-up

3. PROCUREMENT COMMENTS (if applicable):

In accordance with Section 2.5 References and Section 2.6 Bidder Qualifications, USA Management, has been deemed non-responsive for failure to meet requirements as stipulated in those sections.

4. APPROVALS:

PRINT NAME Pedro Reynaldos
Department Director or designee

SIGNATURE [Signature]

DATE 5/19/26

SIGNATURE [Signature]
Director of Procurement

DATE 5/20/26

SIGNATURE CAR# 5057
Risk Manager

DATE _____

THIS FORM MUST BE COMPLETED AND RETURNED TO THE PROCUREMENT & CONTRACT SERVICES DEPARTMENT FOR ALL AWARD RECOMMENDATIONS OF \$100,000.01 AND ABOVE. FOR AWARD RECOMMENDATIONS REQUIRING COUNCIL APPROVAL, SUBMIT THIS FORM NO LATER THAN THREE (3) WEEKS PRIOR TO THE PUBLISHED COUNCIL AGENDA ITEM DEADLINES FOR PURCHASING ITEMS.



City of Homestead
Procurement & Contract Services
Malia Rivera, NIGP-CPP, CPPO, CPPB, Director of Procurement
100 Civic Court, Homestead, FL 33030

EVALUATION TABULATION

ITB No. 202603

ITB# 202603-Pool Operations & Lifeguard Services

RESPONSE DEADLINE: April 21, 2026 at 2:00 pm

Vendor	One Stop Aquatic Safety LLC
Pool Operator/Site Supervisor	70%
Lead Lifeguard	70%
Lifeguard	65%

Percent Markup on Hourly Staff Rate

Line Item	Price Form		One Stop Aquatic Safety LLC	USA Management*
	Description	Percentage of Mark-Up	Percentage	Percentage
1	Pool Operator/Site Supervisor	Percentage	70%	15%
2	Lead Lifeguard	Percentage	70%	20%
3	Lifeguard	Percentage	65%	20%

**USA Management: Vendor deemed non-responsive: In accordance with Section 2.5 References and 2.6 Bidders Qualification of the bid document.*

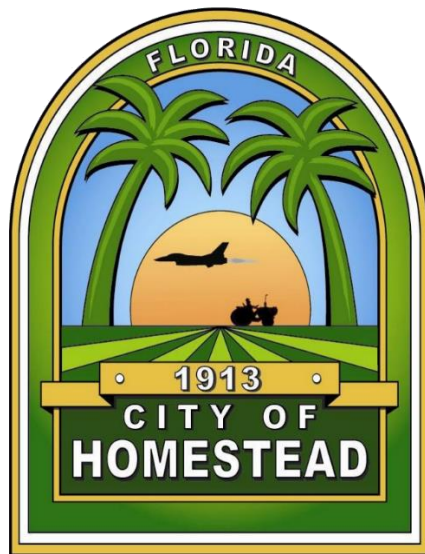
INVITATION TO BID
FOR
ITB# 202603-POOL OPERATIONS & LIFEGUARD
SERVICES
202603

Submittal Due Date:

Tuesday, April 21, 2026 at 2:00 pm, EST

Non-Mandatory Pre-Submittal Meeting:

Tuesday, March 31, 2026, EST



ISSUED BY:

Procurement & Contract Services Department
450 SE 6th Avenue
Homestead, FL 33030

Date Issued: Friday, March 20, 2026

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/cityofhomestead>

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5. TERM OF CONTRACT/METHOD OF AWARD	
6. INSURANCE REQUIREMENTS.....	
7. PRICING	
8. SUBMITTALS	

1. INTRODUCTION

1.1. Summary

The purpose of this Bid is to establish a contract, by means of sealed bids, to select a contractor that will provide pool operations and lifeguard services, including full supervision of lifeguard staff as specified herein.

1.2. Contact Information

Lilia Jaimes-Renteria, CPPB, NIGP-CPP

Buyer II

100 Civic Court

Homestead, FL33030

Department: Parks, Recreation, & Open Spaces

1.3. Timeline

Release Project Date:	March 20, 2026
---------------------------------------	----------------

Pre-Bid Meeting (Non-Mandatory):

March 31, 2026, 10:00am

Agenda

A NON-MANDATORY pre-bid conference and site inspection will be held on the date and time listed above in the Procurement & Contract Services Department conference room located at 450 SE 6th Avenue, Homestead, Florida 33030. At that conference all work will be discussed and all questions answered. No questions will be answered verbally except at the pre-bid conference. You may submit questions via the Questions & Answer tab.

A site inspection of the project location will be held immediately after the Pre-Bid Conference.

NOTE

Any Bidder attending this site inspection is required to complete the Site Inspection Indemnity Form (see attachment) or bring a copy of their certificate of insurance evidencing statutory worker's compensation coverage to the pre-bid meeting as these forms will be reviewed prior to anyone going to the Site Inspection. Bidders who do not supply this information will not be permitted to attend the site inspection.

Virtual Option for Pre-Bid Meeting:
Microsoft Teams meeting

Join:

<https://teams.microsoft.com/meet/27440255386585?p=7Oh6zeKh4REXz3IIeB>

Meeting ID: 274 402 553 865 85

Passcode: cz3Ut6Yx

Dial in by phone

	+1 929-346-7292 Phone conference ID: 362 578 92#
Question Submission Deadline:	April 14, 2026, 5:00pm
Submission Deadline:	April 21, 2026, 2:00pm JOIN THE VIRTUAL BID OPENING: Microsoft Teams meeting Join: https://teams.microsoft.com/meet/28190162189198?p=GjT2B3uCIvrr9C2BmI Meeting ID: 281 901 621 891 98 Passcode: 6Fu6Xm9s Dial in by phone 1 929-346-7292 Phone conference ID: 283 510 519# Note: Sessions may be recorded. Please turn your camera off and mute your microphone before joining the meeting.
Committee of the Whole (COW):	Tentative: June 2, 2026
Council:	Tentative: June 17, 2026

2. **SPECIAL TERMS & CONDITIONS**

2.1. **SOLICITATION INFORMATION:**

The City's Procurement and Contract Services Department is the official source to obtain information relating to City of Homestead procurements. It is incumbent on the Respondent to obtain current response/submittal and award information prior to and after the scheduled opening date of a solicitation. Information is updated as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a solicitation. You may obtain award and other solicitation information in a variety of ways, such as:

Solicitation documents are available for download from the City's e-Procurement Portal ("Portal"): <https://procurement.opengov.com/portal/cityofhomestead>

You may also contact the Procurement and Contract Services Department at (305) 224-4620 or visit us during normal business hours, to obtain award information and other documents at:

City of Homestead
Procurement and Contract Services Department
450 SE 6th Avenue
Homestead, FL 33030

Please remember, email notification is provided as a courtesy to our Respondents, but it is the Respondent's responsibility to check with the City of Homestead's Portal at: <https://procurement.opengov.com/portal/cityofhomestead> for current solicitations and other procurement information.

We appreciate your interest in doing business with the City of Homestead.

2.2. SITE INSPECTION:

Prior to submitting the bid, the bidder is required to visit the site of the proposed work and to become familiar with any conditions, which may in any manner, affect the work to be done or affect the equipment, materials and labor required. The bidder is also required to examine carefully the specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

2.3. PROJECT LOCATION:

Roby George Park
201 SW 11th Avenue
Homestead, FL 33030

2.4. RESPONSE TIME:

INTENTIONALLY OMITTED

2.5. REFERENCES:

Each Bid must be accompanied by a list of references [minimum of six], of clients or government organizations for which the Bidder is currently furnishing or has furnished similar services. References shall include the name of the company, a contact person, telephone number, fax number, and email address.

In addition, Bidders are requested to provide their clients with the Reference Questionnaire forms attached herein, and Bidder shall include completed client reference questionnaire forms with their bid. It is the responsibility of the Bidder to ensure timely responses and the return of the questionnaires from their client references. Each bid must have a minimum of three (3) of the six (6) references required complete the attached reference questionnaire. Only forms completed by the client references themselves will be considered. NO BID WILL BE CONSIDERED WITHOUT THIS LIST OR COMPLETED QUESTIONNAIRES.

The City reserves the right to verify and confirm any information submitted in this process. Such verification may include, but is not limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data.

2.6. BIDDER'S QUALIFICATIONS:

Bidders should have been engaged in pool operations and lifeguard services in the State of Florida for a minimum of three (3) consecutive years and identify a minimum of three (3) companies or public entities that have been serviced by Contractor within the past three (3) years. Additionally, Contractor shall be an Equal Opportunity Employer that does not discriminate against qualified individuals on the basis of race, religion, color, sex, age, natural origin or disability. Furthermore, the Contractor shall demonstrate in writing that it will provide a reasonable accommodation to any individual who has a physical disability it is aware of.

1. Maintains a permanent place of business [i.e. length of time in business];
2. Has technical knowledge and practical experience included in this scope of work [i.e. any certifications, or training that you company goes through, along with years of experience using these products or providing these services],
3. Resume and experience of those individuals who will be assigned to this project as Project Manager and/or Project Team;
4. Has not had just or proper claims pending against him or his Work;
5. List of any pending or past litigation including all its principals and officers with the City;
6. Has performed similar type, size and complexity of such project, evidence will consist of listing the type of project and nature of Work for the last three (3) years.
7. Has the available organization and qualified manpower to do the Work [i.e. number of employees, size of warehouse, office, location]; including the availability of staff and financial means to service more than one pool location for the City of Homestead.
8. Has adequate financial status to meet the financial obligations incidental to the work;
9. Has an active Florida Certified Pool Operator License or Aquatic Facility Operator.
10. Has experience with Public Swimming Pools.

Complete and include as part of this Section 2.6, the Bidder Qualifications form provided in Submittals.

Failure to comply with the provisions of this Section 2.6 at the time this bid is submitted, shall render the Bid non-responsive.

2.7. PRICING

Bidder shall quote a markup over “agreed to” pay rate expenses for Pool Operator/Site Supervisor, Lead Lifeguard, Lifeguard inclusive of all expenses including profit and overhead. The City and the Contractor shall agree on the pay rate of the Pool Operator/Site Supervisor, Lead Lifeguard, and Lifeguard at the time of the engagement for that position. Rates shall be comparable to those in the local area.

2.8. PAYMENT:

The City will accept invoices once every two weeks. Each invoice shall be accompanied by a cumulative time sheet detailing all employee time logged for the invoice period as well as a copy of each individual employee’s time card. The time sheet must detail each staff member by name, position title, hourly rate, percentage of mark-up, billable rate, and daily hours worked. Invoices will be subject to verification and approval by the Parks, Reaction, and Open Spaces Director.

All invoices must reference the purchase order number issued by the City. No work shall be performed without issuance of a Purchase Order.

2.9. ADDITIONS/DELETIONS OF FACILITIES/LOCATIONS:

Although this Solicitation identifies specific facilities/location to be serviced and maintained, it is hereby agreed and understood that any new facility/location may be added/deleted to/from this contract at the option of the City, maintaining the same terms, conditions and awarded Bid price.

2.10. ADDITIONAL WORK:

In the event additional work requested is not covered in the bid line items then Contractor will be asked to supply a proposal task order with scope of work details, pricing, schedules, deliverables and not to exceed dollar amount unless authorized by the City contract representative.

2.11. AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

2.12. SUBCONTRACTOR:

INTENTIONALLY OMITTED.

3. GENERAL CONDITIONS

3.1. DEFINITIONS:

When used in these Bid Documents (defined below) or in related documents, the following terms, or pronouns are used in place of them, shall have the meanings given below:

A. **Addendum:** A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

B. **Advertisement for Bids:** The public notice inviting the submission of Bids for the work.

- C. **Bid:** The written offer of a Bidder to perform the Work.
- D. **Bid Bond:** A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.
- E. **Bidder:** Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.
- F. **Bid Documents:** The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.
- G. **Bid Form:** The form on which Bids are submitted.
- H. **Calendar Day:** Everyday shown on the calendar.
- I. **Change Order:** A) A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Architect/Engineer and approved by the City Manager and/or City Council. B) Any addition(s) to the Scope of Work or to a Purchase Order as a result of the Bid award that adds additional costs must be brought to the City's attention and approved by the Procurement Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the City's attention and did not result in a Change Order approved by the Procurement Agent will not be honored.
- J. **Contract:** The written agreement between the City and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.
- K. **Contract Documents:** The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.
- L. **Contractor:** The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the City of Homestead and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.
- M. **Contract Time:** The number of days allowed for completion of the Work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. The Contract Time shall be measured in Calendar Days.

- N. **City:** City of Homestead, a municipal corporation of the State of Florida a political subdivision, Incorporated City within Miami-Dade County of the State of Florida, whose governing body is a City Council consisting of a Mayor, Vice Mayor and five City Council members.
- O. **City Manager:** The Manager of the City of Homestead, Florida.
- P. **Days:** Reference made to Days shall mean consecutive calendar days.
- Q. **Lessee:** Any individual, partnership or corporation having a tenant relationship with the City.
- R. **Liquidated Damages:** The amount that the Contractor accepts, as stipulated herein, that will be deducted from the Contract Sum for each Calendar Day of delay due to a Non-excusable Delay.
- S. **Notice To Proceed (NTP):** The written communication issued by the City to the Contractor directing the Contractor to begin Contract work and establishing the date of commencement of the Work.
- T. **Owner:** The term Owner as used in the Contract shall mean the City, but it excludes the regulatory departments of Development Services, Building Safety, Planning & Zoning, Development and Regulation (Building and Zoning); City Utilities, Departments of Miami Dade County, Department of Environmental Resources Management (DERM); Public Works, Water & Sewer, and Fire Department or their successors.
- U. **Performance and Payment Bonds:** Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.
- V. **Plans:** The drawings or reproductions thereof, prepared by the Architect/Engineer, which show the locations, character, dimensions and details of the Work to be done and which are part of the Contract Documents.
- W. **Project:** The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.
- X. **Subcontractor:** Any individual, firm, partnership, joint venture or corporation supplying the Contractor with labor, materials, supplies and equipment used directly or indirectly by the Contractor in the prosecution of the Work.

- Y. **Substantial Completion:** Substantial Completion of the Work shall occur when the Architect/Engineer certifies that the Work is sufficiently complete, in accordance with the Contract Documents, so that the City may use the Work for the use for which it is intended or for such other use which the City in its sole discretion may determine to be appropriate under the circumstances, and only after receipt of the final certificate of occupancy.
- Z. **Surety:** The bonding company furnishing the Bonds required of a Bidder and of the Contractor.
- AA. **Technical Specifications:** The general term comprising all the written directions, provisions and requirements contained herein, entitled Technical Specifications, those portions of Standard Specifications to which reference is specifically made in the Technical Specifications, and any Addenda, and Change Orders that may be issued for the Contract, all describing the Work required to be performed, including detailed technical requirements as to labor, materials, supplies and equipment and standards to which such Work is to be performed.
- BB. **Work:** The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractors duties and obligations imposed by the Contract Documents.

3.2. EXECUTION OF BID FORM:

Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign Bid shall invalidate same and it shall NOT be considered for award. All Bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications CANNOT be changed or altered in any way. Altered Bids will not be considered. Clarification of Bid submitted shall be in letter form, signed by Bidders and attached to the Bid.

3.3. EXCEPTIONS TO SPECIFICATIONS:

All communications regarding technical, scope, and/or project related questions and requests for clarifications, changes, exceptions, and deviations to the terms and conditions set forth in this ITB shall be submitted via "Q&A" through the City's e-Procurement Portal. Any exceptions to these Sections may be cause for the bid to be considered non-responsive.

Taking an exception to any of the Terms and Conditions or Sections other than Technical Specifications may, depending on the item, cause your response to be deemed non-responsive and not considered for award.

3.4. ADDENDA:

Bidder(s) shall acknowledge receipt of any formal Addenda. Failure to acknowledge Addenda in its Bid may deem its Bid non-responsive provided, however, that the City may waive this requirement in its best interest.

3.5. NO BID:

If not submitting a Bid, respond by returning an original copy of the NO Bid Form, and check off the reason. Repeated failure to bid without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list. NOTE: A Bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated Bid opening date and hour.

3.6. TIE BIDS:

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied Bidders have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (A).
- D. In the statement specified in subsection (A), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3.7. CLARIFICATIONS/INTERPRETATIONS:

- A. It is the Bidder's obligation to notify the City prior to opening of Bids of any conflicts, ambiguities, or discrepancies it finds in the contract documents, in order to allow City to issue appropriate addenda. The City reserves the right to make changes to the contract documents as it finds necessary or in its best interest, at any time prior to the opening of the Bids. Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted through the e-Procurement Portal via the Question & Answer tab.
- B. If any person contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, and has questions or is in need of clarification concerning this Bid, the Bidder must submit to the City of Homestead's Procurement and Contract Services Department at least seven (7) calendar days prior to scheduled bid opening, a "request for clarifications". All such requests for clarification must be made through the e-Procurement Portal via the Q&A tab. The City will make every best attempt to answer all questions submitted after said seven (7) days but cannot guarantee a response. Such questions must be sent through the e-Procurement Portal via the Q&A tab. All written questions, if answered, will be answered in writing, conveyed to all interested Bidders, and posted through the e-Procurement Portal. NO QUESTIONS WILL BE RECEIVED OR ANSWERED VERBALLY.
- C. Any interpretations of the Bid, if made, will be made only by Addendum duly issued by the City of Homestead Procurement and Contract Services Department. The City shall issue an Informational Addendum if clarification or minimal changes are required. The city shall issue a formal Addendum if substantial changes, which impact the technical submission of Bids, are required. A copy of such Addendum will be posted via the E-Procurement Portal Addenda tab. In the event of conflict with the original Contract Documents, Addendum shall govern all other contract documents to the extent specified. Subsequent Addendum shall govern over prior addendum only to the extent specified. Only the interpretation or corrections of the Bid Documents given by addenda shall be binding, and prospective Bidders are warned that no other source is authorized to give information concerning, explaining or interpreting the Bid Documents. Bidders shall not rely on any oral interpretation, or correction of any apparent ambiguity, inconsistency or error offered by any person.
- D. The Bidder shall be required to acknowledge receipt of the Formal Addendum by signing the addendum and including it with the Bid Proposal. Failure of a Bidder to include a signed formal Addendum in its Bid Proposal may deem its Bid non-responsive provided, however,

that the City may waive this requirement in its best interest. The City will not be responsible for any other explanation or interpretation made verbally or in writing by any other city representative.

3.8. BID BINDING:

All Bids submitted shall be binding for 365 calendar days following the Bid Opening.

3.9. CONE OF SILENCE:

Notwithstanding any other provision of these specifications, the provisions as set forth in of Section 2-411.2 “Cone of Silence,” of the City of Homestead is applicable to this Solicitation. The “Cone of Silence” provides, as follows:

- A. **Definitions:** “Cone of Silence,” as used herein, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“RFQ”) or bid, between: a potential vendor, service provider, proposer, Bidder, lobbyist, or consultant, and: the City Council members, City’s professional staff including, but not limited to, the City Manager and his or her staff, any member of the City’s selection or evaluation committee.
- B. **Restriction; Notice:** A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the City Manager or his or her designee shall provide for public notice of the Cone of Silence by posting a notice at the City Hall. The City Manager shall issue a written notice thereof to the affected departments, file a copy of such notice with the City Clerk, with a copy thereof to each City Councilmember, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.
- C. **Termination of Cone of Silence:** The Cone of Silence shall terminate at the beginning of the City Council meeting (whether regular, special or Committee of the Whole meeting) at which the City Manager makes his or her written recommendation to the City Council. However, if the City Council refers to the Manager’s recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.
- D. **Exceptions to Applicability:** The provisions of this section shall not apply to:
 - 1. Oral communications at Pre-Bid Conferences;
 - 2. Oral presentations before selection or evaluation committees;
 - 3. Public presentations made to the City Councilmembers during any duly noticed public meeting;

4. Communications in writing at any time with any City employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The Bidder or proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
 5. Communications regarding a particular RFP, RFQ or Bid between a potential vendor, service provider, proposer, Bidder, lobbyist or consultant and the City's Procurement and Contract Services Agent or City employee designated responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
 6. Communications with the City Attorney and his or her staff;
 7. Duly noticed site visits to determine the competency of the Bidders regarding a particular bid during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
 8. Any emergency procurement of goods or services pursuant to City Code;
 9. Responses to the City's request for clarification or additional information;
 10. Contract negotiations during any duly noticed public meeting;
 11. Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, Bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.
 12. Contract negotiations between city staff and individuals or representatives of entities that have proposed to enter into a public-private partnership with the city in accordance with F.S. § 255.065, as amended from time to time.
- E. **Penalties:** Violation of this section by a particular Bidder or proposer shall render any RFP award, RFQ award or bid award to said Bidder or proposer voidable by the City Council or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.

Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

3.10. AWARD OF CONTRACT:

- A. Award will be made only to responsible, licensed contractors possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Contractors submitting Bids must be regularly engaged in the trade or trades relating to the Bids submitted.
- B. Responsible Vendor Determination: Proposer/Bidder is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
- C. The contract will be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Solicitation, is most advantageous to the City of Homestead. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the methods described below. Tie Bids will be decided as described in the General Conditions.
- D. In the best interest of the City of Homestead, the City reserves the right to reject all Bids or any portion of any Bid they deem necessary for the best interest of the City, to accept any item or group of items unless qualified by the Bidder, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of these Bid Documents shall conform to applicable Florida Statutes.
- E. Bid prices should be submitted with the understanding that the City of Homestead is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.
- F. The City shall award a contract to a Bidder through action taken by the City of Homestead City Council at a duly authorized meeting. Acceptable Bids which are for an amount not exceeding \$50,000 will not have to go through Council and may be awarded by the City Manager or the Procurement & Contract Services Director. This action shall be administratively supported by a written award of acceptance and the issuance of a Purchase Order, mailed or otherwise furnished to the successful Bidder; which shall constitute a binding contract without further action by either party.
- G. The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Bidder's Proposal, Addenda and the Purchase Order are collectively an integral part of the contract between the City of Homestead and the successful Bidder. While the City of Homestead City Council may determine to award a contract to a Bidder(s) under this

Solicitation, said award may be conditional on the subsequent submission of other documents as specified in Section 2-Special Conditions of this Bid. The Bidder shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City, through the Procurement & Contract Services Director, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

- H. The Term of the Contract shall be stipulated in the Purchase Order, which is issued to the successful Bidder(s). Where there is a conflict between the contractual period stipulated in the Solicitation and the contractual period stipulated on the Purchase Order, the Bid shall prevail. If the contract involves a single shipment of goods to the City, the contract term shall be concluded upon completion of expressed and implied warranty periods.
- I. The City reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period provided that such option is stipulated in the Special Conditions. If the City exercises the right in writing, the Bidder shall update and submit any legal documents required during the initial Solicitation no later than sixty (60) calendar days prior to the commencement of the option period. These documents, which are specified in the Special Conditions and include, but are not limited to, insurance certificates and performance bonds, must be in force for the full period of the option. If the updated documents are not submitted by the Bidder in complete form within the time specified, the City may rescind its option, declares the Bidder to be in default of its contractual obligations and award to the next low Bidder or seek a new Bid Solicitation. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess cost sustained and/or may prohibit the Bidder from submitting the future Bids for a period of one year.
- J. The City reserves the right to automatically extend this contract for a maximum period not to exceed one hundred and twenty (120) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right.
- K. The City of Homestead reserves the right not to award or to reject Bids from Bidders that are currently in litigation with the City of Homestead or as a result of any prior lawsuits.

- L. Bidder must bid on all items listed on the Bid Form to qualify for award of the Contract. Bid will be awarded on an all or nothing basis.

3.11. CONTRACT EXTENSION(S):

- A. The contract terms and extension(s) are specified in the Term of Contract/Method of Award of this Bid. The City Manager may renew the Contract subject to Bidder acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. Notification of Intent to Renew will be e-mailed thirty (30) to one-hundred fifty (150) calendar days in advance of expiration date of this Contract. All prices, terms and conditions shall remain firm for the initial period of the Contract and for any renewal period unless subject to price adjustment specified as a “special condition” hereto. In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Procurement & Contract Services Manager. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect under the contract when this extension clause is invoked by the City.
- B. The City reserves the right to exercise the option to renew a term Contract of any successful Bidder(s) to a subsequent optional period provided that such option is stipulated in the Special Conditions. If the City exercises the right in writing, the Bidder shall update and submit any legal documents required during the initial Solicitation by no later than sixty (60) calendar days prior to the commencement of the option period. These documents, which are specified in Term of Contract/Method of Award, include, but are not limited to, insurance certificates and performance bonds, must be in force for the full period of the option. If the updated documents are not submitted by the Bidder in complete form within the time specified, the City may rescind its option, declare the Bidder to be in default of its contractual obligations and award to the next low Bidder or seek a new Bid Solicitation. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess cost sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year. The City reserves the right to automatically extend the Contract for a maximum period not to exceed one hundred and twenty (120) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right.

3.12. OPEN-END CONTRACT:

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end Contract. Estimated quantities will be used for Bid comparison

purposes only. The City of Homestead reserves the right to: issue purchase orders as and when required, or issue a blanket purchase order for individual agencies and release partial quantities. No delivery shall become due or be acceptable without a written order by the City, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

3.13. SECONDARY/OTHER BIDDERS:

The City reserves the right in the event the primary Bidder cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.

3.14. NON-EXCLUSVITY:

It is the intent of the City to enter into agreement with the successful Bidder that will satisfy its needs as describe herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the Work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

3.15. WITHDRAWAL OF BIDS:

After opening, no changes in prices or other provisions shall be permitted. Respondents may withdraw or correct a submittal prior to the stipulated date and time for the opening of the Solicitation.

3.16. REJECTION OF BIDS:

- A. Bids that do not contain completed and properly executed forms and affidavits, as required and included in these Bid Documents, may be rejected by the City.
- B. Bids which are not responsive to the Bid Documents shall be rejected by the City.
- C. Bids will be considered irregular and may be rejected if they contain omissions, alterations of form, additions not called for, unauthorized alternate bids, or other irregularities.
- D. Any of the following additional factors may be considered sufficient cause for the rejection of the Bid.
 - 1. Bid submitted on a form other than that furnished by the City;
 - 2. Submission of more than one Bid for the same work by an individual, firm, partnership or corporation under the same or different names;
 - a. Affiliated entities are defined as business concerns that are affiliates of each other when, either directly or indirectly, one concern controls or has the power to control the other, or a third party controls or has the power to control both

- b. Indicators of control include, but are not limited to: interlocking management or ownership, shared facilities and equipment, or common use of employees
 - c. Identical pricing submitted by ostensibly separate entities shall be considered sufficient evidence of a lack of independent price determination and may result in the immediate rejection of all affected bids.
3. Evidence of collusion among Bidders;
 4. Previous participation in collusive bidding on work for the City;
 5. Submission of an unbalanced Bid in which the prices bid for some items are out of proportion to the prices bid for other items;
 6. Lack of Competency of Bidder. The Contract will be awarded only to a Bidder considered to be capable of performing the work as required by the Contract Documents. The City may declare any Bidder ineligible at any time during the process of receiving bids or awarding the Contract where developments arise which, in the opinion of the City, adversely affect the Bidder's competency to perform the work and to discharge its responsibilities under the Contract;
 7. Lack of capability as shown by past performance of Bidder's work for the City, judged from the standpoint of workmanship and progress;
 8. Unfinished work for which the Bidder is committed by contract, which, in the judgment of the City, might hinder or prevent the prompt completion of work under this Contract if awarded to such Bidder;
 9. Being in arrears on any existing Contract, or having been sued to enforce the City's rights on a construction contract, or having failed to complete the Work, the punch list, or warranty items, or having defaulted on a previous contract with the City;
 10. If the Bid does not contain a bid price for each pay item listed in the Bid, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a bid price;
 11. If the Bid is not accompanied by the Bid guaranty, if one is being required.

3.17. PRICES QUOTED:

Bidder should deduct trade discounts and quote firm net prices and give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. / C.I.F. destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made

to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

3.18. LOCAL PREFERENCE:

In accordance with City Code Section 2-411, there shall be a fifteen (15%) percent local preference given to local businesses who are holders of current city local business tax receipts for businesses which are physically located within the city limits of Homestead and have held such local business tax receipts for a minimum of one year prior to asserting the local preference. Said fifteen (15%) percent local preference must be asserted by the party seeking it at the time the competitive quotation, bid or proposal is made and shall be calculated by the purchasing department in rating competitive quotations, bids or proposals which are governed by this section of the Code of the city. The local preference shall not apply if the solicitation specifications of the city so state. Further, said local preference, as described above, shall only be applied in certain situations and shall be specifically governed by the below-described limitations:

1. No local preference for competitive quotations, bids or requests for proposals shall be applied where prohibited by law, regulation or applicable agreement.
2. That when local preference has been used in computing award recommendations, either for the purchase of goods or for the purchase of services, the city council shall not reject the low bid solely based upon the locale of the said business. Under a competitive process solicitation, when a responsive, responsible non-local business submits the lowest price offered, and the offer submitted by one or more responsive, responsible local businesses is within fifteen percent (15%) of the price submitted by the nonlocal business, each of the aforementioned responsive, responsible local businesses shall have the opportunity to submit, within five (5) working days of notice of intent to award a best and final offer equal to or lower than the amount of the low offer previously submitted by the non-local business. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid, quote or proposal. In the case of a tie in the best and final bid, quote or proposal between a local business and a non-local business, contract award shall be made to the local business. In the case of a tie in the best and final bid quote or proposal between two or more local businesses, the contract shall be awarded in accordance with procedures established by the City Manager.

3.19. BID SUBMITTAL & FORMS:

Other forms to be included with your submission include the following: ADA Disability Nondiscrimination Statement, Business Entity Disclosure Statement/Conflict of Interest , Certificate of Debarment, Drug-Free Workplace Affidavit, Scrutinized Companies Form, E-Verify, Sworn Statement on Public Entity Crimes form, Performance Survey Form, minimum of three Reference Questionnaires completed by references, Notification of Social Security Number, W9, and all required product information and any other items as indicated in this Section or any

part of this Invitation to Bid. Bids will be considered "Non-Responsive" for lack of including the required sealed Bid Bond Form if the required forms are not submitted by the due date and time specified. Bids may also be rejected for lack of including other forms as indicated in this section or any other section in this Invitation to Bid or issued Addenda.

A. STATEMENT OF NO BID:

Bidders in receipt of a bid notice that are not able to bid for any reason whatsoever, must complete the NO BID form attached hereto prior to the stipulated bid opening deadline.

B. AMERICANS WITH DISABILITIES ACT OF 1990:

Equal Opportunity for Individuals with Disability

The Contractor and the City of Homestead, (hereafter "owner") shall agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this Contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives. It is expressly agreed and understood that any approval by the owner of the services

provided by the contractor pursuant to this Contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph. It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

C. BUSINESS ENTITY DISCLOSURE STATEMENT/CONFLICT OF INTEREST:

Bidder or Vendor hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent, domestic partner, stepmother, stepfather, or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder or as defined by Miami Dade County. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Bidder. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City Manager upon advice of the City Attorney. Further, Bidder or Vendor recognizes that with respect to this transaction or Bid, if any Bidder or Vendor violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. Bidder or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Vendor," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

D. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS:

The Bidder certifies by submission of the Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded

from participation in this transaction by the City of Homestead, Miami-Dade County, the State of Florida or Federal Government. Further, Bidder certifies that it has divulged, in its Bid response, information regarding any of these actions or proposed actions with other governmental agencies.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid to provide any goods or services to a public entity, may not submit a Bid to contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The awarded Bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded Bidder must provide documented proof of efforts to comply with this requirement. The City may declare any noncompliance or lack of diligent effort by the awarded Bidder to comply as a breach of contract and immediately terminate the services of the awarded Bidder.

E. DRUG-FREE WORKPLACE AFFIDAVIT:

In the event of identical tie low Bids, preference shall be given to businesses with drug-free workplace programs. Bidders with such programs shall complete and submit the attached form with Bid.

All persons and entities that contract with City of Homestead are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

F. PUBLIC ENTITY CRIMES (PEC):

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

G. PERFORMANCE SURVEYS:

The City conducts monthly, quarterly and post project performance surveys for vendors

whom are awarded Bids and contracts. Surveys will be sent to the user-departments and will be used as a monitoring device to gauge performance and to utilize when awarding or renewing contracts.

H. REFERENCE

QUESTIONNAIRES:

Bidder's shall provide their clients with the Reference Questionnaire attached herein, and Bidder shall include completed client reference questionnaire forms with their Bid. It is the responsibility of the Bidder to ensure timely responses and the return of the questionnaires from their client references. Only forms completed by the client references themselves will be considered. No Bid will be considered without the minimum required completed questionnaires as specified in these Bid Documents. The City reserves the right to verify and confirm any information submitted in this process. Such verification may include, but is not limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data.

I. NOTIFICATION OF SOCIAL SECURITY NUMBER COLLECTION AND USAGE:

In compliance with Florida Statutes §119.071(5), the City of Homestead Procurement & Contracts Department collects and uses your Social Security number in performance of the City's duties and responsibilities. A Social Security number is only used for legitimate employment business purposes in compliance with completing a Vendor Application in lieu of a Federal Employer Identification Number (FEIN).

J. W9

FORM:

Bidder shall provide a completed W9 tax form which certifies an individual's tax identification number. A tax identification number (TIN) is the Social Security number of an individual or the Employer Identification Number of a business, fiduciary or other organization. This form must also be present in a brokerage account's files to avoid backup withholding by the IRS.

K. SCRUTINIZED COMPANIES:

1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

2. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

L. E-VERIFY:

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

M. NONCOERCION

AFFIDAVIT:

In accordance with Section 787.06, Florida Statutes, the City requires all vendors executing, renewing or extending a contract with the City to execute the required City affidavit, attesting that vendor does not use coercion for labor or services.

- N. BIDDER'S QUALIFICATIONS:** Refer to Section 8 Submittals, and all required product information and any other items as indicated in this Section.

- O. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED:** In accordance with Section 287.138, Florida Statutes, each bidder,

respondent, proposer, or vendor, is required to properly complete, execute and submit to the City the attached Affidavit which is required by the statute.

3.20. LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where Bidder is required to enter or go onto City property to deliver materials or perform the Work, it must be properly coordinated in advance and the Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Miami-Dade County and City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor (or agent) or any person the Contractor has designated in the completion of the Contract.

The Bidder shall obtain and pay for all certificates of competency, licenses, insurance, permits, inspection fees, and any other certification necessary or required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Building, mechanical, electrical, plumbing and structural permit plans or installations which are reviewed by a third party are subject to fees. Those fees required by the County [i.e.] fire, impact fees, DERM, code compliance, and State fee's and surcharges are the responsibility of the Contractor and cannot be waived by the City. The Bidder shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.

3.21. LICENSING:

Bidder(s) shall submit, with their Bid, a copy of their valid occupational/business license and State registration [Florida State Registration can be located and printed at www.Sunbiz.org]. Bidder must also submit certificates of competency, licenses or any other certification necessary to complete the Contract. Bidders must be in good standing and authorized to transact business in the State of Florida. Must not be listed in the System for Award Management (SAM) as an excluded party. In addition, all licenses required for Bidders whose businesses and professions are regulated by the Florida Department of Business and Professional Regulation must be active and current.

3.22. LOCAL BUSINESS TAX (OCCUPATIONAL LICENSE) REGISTRATION:

The Contractor shall be responsible for obtaining and maintaining throughout the Contract period his or her city or county business tax receipts. Each Bidder submitting a Bid on this Invitation to Bid shall include a copy of the company's business tax receipt with the Bid response. For information specific to City of Homestead business tax receipt, please call Development Services at (305) 224-4504. If the Contractor is operating under a fictitious name as defined in Section 865.059, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the Bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulations or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida.

3.23. CERTIFICATE OF INSURANCE:

After acceptance of Bids, the City will notify the successful Bidder to submit a certificate(s) of insurance naming the City as an additional insured. Contractor shall provide and maintain insurance coverage as required herein in-force until all the Work to be performed under the Contract has been completed and accepted by City (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth in Section 6 Insurance.

3.24. INDEMNIFICATION:

To the fullest extent permitted by law the Bidder shall hold harmless, defend at its own expense, and indemnify the City, its officers, agents, employees, directors, independent contractors, volunteers, successors and assigns and other authorized representatives from and against any and all liability, claims, demands, damages, losses, expenses, including reasonable attorney's fees, arising from all acts or omissions, misfeasance, or malfeasance of the Bidder, or its officers, agents, servants, independent contractors or employees, including fines, fees, expenses, penalties, and attorney's fees for trial and on appeal, and of any kind and nature arising out of the actions of the Bidder connected with the Bid or the performance of any agreement resulting from this Bid, whether by act or omission of the Bidder, its agents, servants, employees or others; and including those claims or liabilities arising from City's negligence, except to the extent said claim or liability is caused by the sole negligence or intentional wrongful act of the City or City's agents or employees.

These indemnification provisions are independent of and shall not in any way be limited by the insurance contracts required by this Contract and does not in any way relieve Bidder from liability under this section.

3.25. BID BOND:

INTENTIONALLY OMITTED.

3.26. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

INTENTIONALLY OMITTED.

3.27. BID TABULATIONS:

Bid tabulations are posted on the City website at:
<https://procurement.opengov.com/portal/cityofhomestead>.

3.28. BILLING INSTRUCTIONS:

Invoices, unless otherwise indicated, must show the purchase order number and respective Bid number and shall be submitted to the City of Homestead (100 Civic Court Homestead, FL 33030) with the requesting Department labeled on the mailing envelope.

3.29. INCORRECT PRICING/INVOICES:

Any pricing on invoices that is incorrect or freight charges that were not included on the original Bid Pricing and/or Purchase Order, must be brought to the attention of the Procurement Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that

were not brought to the City's attention and did not receive written approval via a Change Order issued by the Procurement Agent will not be honored.

3.30. TAXES:

The City of Homestead is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

3.31. EQUIVALENTS:

If Bidder offers makes of equipment or brands of supplies other than those specified in the following, he must so indicate on his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a bid in complete compliance with the specifications as listed on the attached form.

Manufacturer's name, brand name and model number may have been used in these specifications for the purpose of establishing minimum requirement of level of quality, standards of performance and design required and is no way intended to prohibit the bidding of other manufacturer's items of equal material, unless otherwise indicated. Equal (substitution) may be bid, provided product so bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. **Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) and test results of unit bid as equal.**

3.32. SAMPLES:

Upon requests, the Bidder shall provide a complete and accurate sample of the product(s) which they propose to furnish. These items must be furnished free of expense and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Bidder's name. Failure of Bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Procurement and Contract

Services Department, 450 S.E. 6th Avenue Homestead, FL 33030 or mailed to 100 Civic Court, Homestead, FL 33030.

3.33. SAFETY DATA SHEETS (SDS):

Bidder shall supply the City with a SAFETY DATA SHEET (SDS), for any and all applicable commodities contained in this formal Bid. If an award includes materials that require a SDS, the SDS must be included and accompany the delivery of these materials to the City per OSHA standard: (Subpart Z, Toxic and Hazardous Substances, 29 CFR 1910.1200(g)). If material is not hazardous, is exempted in the OSHA HazCom Standard 29 CFR 1910.1200(g) and does not require an SDS, provide a written statement from the manufacturer supporting this claim.

3.34. PRODUCT/CATALOG INFORMATION:

All Bidders may be requested to submit catalog information on the product(s) and/or unit(s) they propose to furnish if awarded this Contract. Failure to submit such information will result in rejection of your Bid.

All Bids that include substances found on the current Florida Toxic Substance List must be submitted with a Material Data Sheet, in accordance with Florida Statutes – Chapter 422.106.

3.35. SUBSTITUTIONS:

The City of Homestead, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments will be returned at the Bidder's expense.

3.36. MISTAKES:

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk.

3.37. ESTIMATED QUANTITIES:

Quantities stated are for Bidders' guidance only and no guarantee is given or implied as to quantities that will be used during the Contract period. Estimated quantities are based upon previous needs and estimated usage for one year period. Said estimated quantities may be used by the City for the purpose of evaluating the low Bidder meeting specifications.

3.38. CONDITIONS AND PACKAGING:

It is understood and agreed that any item offered or shipped as a result of these Bid Documents shall be the latest new and current model offered (most current production model at the time of this Bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

3.39. INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the

buyer unless loss or damage results from negligence by the buyer. If the materials or services supplied to the City are found to be defective or to not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at Bidder's expense.

3.40. NOTE TO VENDORS DELIVERING TO WAREHOUSE:

Receiving hours are Monday through Friday, excluding holidays, from 7:00 A.M. to 3:30 P.M. The warehouse is located at 450 S.E. 6th Avenue Homestead, FL 33030.

3.41. QUALITY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, the latest model, of the best quality, and highest grade workmanship.

3.42. WARRANTY:

All warranties, express or implied, shall be made available to the City for goods and services covered by these Bid Documents. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the City, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. Section 2 of the Bid may supersede the manufacturer's standard warranty.

3.43. PRODUCT RECALL:

In the event the awarded Bidder receives notice that a product delivered by the awarded Bidder to the City has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded Bidder shall notify the City's Bid Procurement Agent within two (2) business days of receiving such notice. The City's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded Bidder's duty to notify the City's Procurement Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the City shall include the name and description of the affected product; the approximate date the affected product was delivered to the City; the Bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the City, if necessary to protect the health, welfare, and safety of the City, residents or employees; and any health hazards known to the awarded Bidder which may be caused or created by the affected product. The awarded Bidder shall, at the option of the Procurement Department and/or Procurement Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the City. Unless it was absolutely necessary for the City to dispose of the affected product, the awarded Bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the City, without causing significant inconvenience to the City.

At the option of the City, the awarded Bidder may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The

awarded Bidder will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the City will be considered a default.

3.44. COMPLETE PROJECT REQUIRED:

These specifications describe the various items or classes of Work required, enumerating or defining the extent of same necessary, but failure to list any item or classes under scope of the several sections shall not relieve the Contractor from furnishing, installing or performing such Work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

3.45. UNDERWRITERS' LABORATORIES:

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

3.46. AMERICAN MADE:

The City Council of Homestead, acting in session on June 20, 1983, adopted Resolution No. 83-06-21 which states, "That it is the intent and policy of the City Council of the City of Homestead, Florida, that the needs of the City of Homestead for supplies, materials and equipment be met using only those supplies, materials and equipment manufactured in the United States of America when same are available and when the price of same and the Bid of same is consistent with the bidding procedures of the City Code of the City of Homestead."

3.47. NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder. Any violation of these stipulations may also result in:

- A. Vendor's name being removed from the vendor list.
- B. All departments being advised not to do business with vendor.

3.48. DISPUTES:

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

3.49. LEGAL REQUIREMENTS:

Federal, state, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

3.50. PATENTS AND ROYALTIES:

The Bidder, without exception, shall indemnify and save harmless the City of Homestead, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of Homestead, Florida. If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

3.51. OSHA:

The Bidder warrants that the product supplied to the City of Homestead, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of Contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for same.

3.52. ANTI-DISCRIMINATION:

The Bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

3.53. DEFAULT:

In the event of default on a Contract, the successful Bidder shall pay all attorneys' fees and court costs incurred in collecting any liquidated damages.

3.54. BIDDER'S FACILITIES:

The City reserves the right to conduct site visits to Contractor's business location(s) at any time with prior notice and/or may request that Contractor participate in live presentations. The selection of a Contractor may be based wholly or in part upon the results of site visits or live presentations.

3.55. DISCLAIMER:

The City may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise these Bid Documents; postpone or cancel at any time during this Bidding process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City's requirements will not be considered. After all Bids are analyzed, organization submitting bids that appear, solely in the opinion of the City, to be the most responsive/responsible, shall be submitted to the City of Homestead's City Council, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the Bid, which is, in the sole opinion of the City Council of the City of Homestead, in the best interest of the City. The issuance of this Bid constitutes only an invitation to make presentations to the City of Homestead. The City reserves the right to determine, at its sole discretion, whether any aspect of the Bid satisfies the

criteria established in these Bid Documents. In all cases the City shall have no liability to any contractor for any costs or expense, incurred in connection with these Bid Documents or otherwise.

3.56. EVIDENCE:

The submission of a Bid shall be prima facie evidence that the Contractor is familiar with and agrees to comply with the contents of these Bid Documents.

3.57. DEMONSTRATION OF COMPETENCY:

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City of Homestead.
- B. The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City in making the award in the best interest of the City.
- C. The City may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Proposal may render the Bid non-responsive.
- D. The City may, during the period that the Contract between the City and the successful Bidder is in force, review the successful Bidder's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful Bidder no longer possesses the financial support, equipment and organization which would have been necessary during the Bid evaluation period in order to comply with this demonstration of competency section.

3.58. EMPLOYEES:

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Homestead. The Contractor shall supply competent and physically capable employees and the City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. Each employee shall have and wear proper identification.

3.59. ASSIGNMENT:

The Contractor agrees not to enter into subcontracts and shall not assign, transfer, convey, sublet or otherwise dispose of the Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the City of Homestead.

3.60. OPTIONAL CONTRACT USAGE:

As provided in Section 287.042 (16), Florida Statutes, other State agencies may purchase from the resulting contract, provided the Department of Management Services, Division of Procurement and Contract Services, has certified its use to be cost effective and in the best interest of the state. Contractors have the option of selling these commodities or services certified by the Division to the other State agencies at the agencies option.

3.61. SPOT MARKET PURCHASES:

It is the intent of the City to purchase the items specifically listed in these Bid Documents from the awarded Bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

3.62. SUNSHINE LAW:

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the City's evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

3.63. FORCE MAJEURE:

The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Contract.

3.64. COLLUSION:

By offering a submission pursuant to this Invitation to Bid, the Bidder certifies the Bidder has not divulged, discussed or compared his Bid with other Bidders and has not colluded with any other Bidder or parties to this Bid whatsoever. Also, the Bidder certifies, and in the case of a joint bid, each party thereto certifies, as to his own organization, that in connection with this Bid.

Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.

Any prices and/or cost data quoted for this Bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening, directly or indirectly to any other Bidder or to any competitor.

No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee accepting bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

3.65. ELIGIBILITY:

All agents, employees and subcontractors of the Bidder retained to perform services pursuant to this Bid shall comply with all laws of the United States concerning work eligibility.

3.66. PROPERTY:

Property owned by the City is the responsibility of the City. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Homestead. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

3.67. TERMINATION FOR DEFAULT:

If Contractor defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, either the City Manager or the City Council of Homestead may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the

Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City under Section 3.68. City Manager may terminate this Agreement immediately if the City Manager deems it to be for the health, safety, and welfare of the public.

3.68. TERMINATION FOR CONVENIENCE:

The City Manager may terminate the Contract, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination. In no event shall City be liable for consequential damages, including anticipated lost profits on work not performed on this or any other project.

3.69. SUBCONTRACTORS:

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor, sub-subcontractor and the City. Contractors shall be as fully responsible to the City for the acts and omission of the subcontractors and sub-subcontractors as for the acts and omissions of person(s) directly employed.

3.70. CONFIDENTIALITY:

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If the Bid submittal contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

3.71. GOVERNING LAW AND VENUE:

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

3.72. ATTORNEY'S FEES:

In connection with any litigation, mediation and arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and including appellate litigation and any post-judgment proceedings.

3.73. NO PARTNERSHIP OR JOINT VENTURE:

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City and Contractor, or to create any other similar relationship between the parties.

3.74. PARTIAL INVALIDITY:

If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision

to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

3.75. PROVISIONS BINDING:

Except as otherwise expressly provided in these Bid Documents, all covenants, conditions and provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

3.76. HEADINGS AND TERMS:

The headings to the various paragraphs of these Bid Documents have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

3.77. ENTIRE AGREEMENT:

The Contract consists of this Invitation to Bid, General and Special Conditions, Minimum Technical Specifications, Addenda, Contractor's Response, all items attached and any written agreement entered into by the City and Contractor, and are made part of and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. This Contract may be modified only by a written agreement signed by the City of Homestead and Contractor.

3.78. AUDITS:

The City shall have access to all books, records, and documents of the successful Bidder which directly relate to the Work to be performed for the purpose of inspection and auditing upon reasonable written notice during normal business hours at the office of the Contractor or at some location mutually agreed upon by the City and the Contractor.

3.79. DAVIS-BACON AND ARRA:

American Recovery and Reinvestment Act funds used for a transaction that involves a new construction or repair contract, exceeding \$2,000 must comply with the prevailing wage requirements of the Davis-Bacon and Related Acts requirements.

Section 1606 of the ARRA legislation: "Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and sub-contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code."

- Davis-Bacon applies to all ARRA projects
- Applies for the entire project, not just the portion funded by ARRA.

3.80. MINIMUM WAGE RATES:

U.S. Department of Labor: In projects having Federal participation, minimum wage rates for the proposed work will be established by the U.S. Department of Labor, Employment Standards Administration. Schedules of labor classifications and corresponding wage rates and benefits will be included in the Bid Documents.

3.81. ORDER OF PRECEDENCE:

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

3.82. PUBLIC RECORD LAW:

PUBLIC RECORDS:

- A. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- B. Upon request from the City custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

- F. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Section 119.0701(2)(a), Florida Statutes:

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

Custodian of Records: ELIZABETH SEWELL, CITY CLERK

Mailing address: 100 CIVIC COURT, HOMESTEAD, FL 33030

Telephone number: (305)224-4442

Email: ESEWELL@HOMESTEADFL.GOV

4. SCOPE OF WORK

4.1. GENERAL:

The contractor will be responsible for providing lifeguards and managing pool operations at the locations specified by the City. The contractor shall be completely responsible for supervising its personnel in accordance with the contract specifications, terms, and conditions, and will exercise exclusive control over all individuals employed to fulfill the requirements of the contract. All personnel assigned to perform these services will be employees of the Contractor and not of the City.

The City will supply the chemicals necessary for pool water quality monitoring. The Contractor will be responsible for the routine maintenance of the pool. The City will also provide janitorial cleaning supplies for the upkeep of the aquatic facility, including restrooms and locker rooms.

Workdays, hours of operation, and the number of lifeguards required may vary daily and seasonally based on anticipated pool usage. The Contractor will be responsible for ensuring appropriate lifeguard coverage at all times. The City reserves the right to increase or decrease operating days and hours in accordance with the pool schedule.

The Roby George pool facility includes an eight-lane heated pool, locker rooms, office space, and pool equipment and storage rooms.

4.2. QUALIFICATIONS:

The City of Homestead has established minimum specifications which include special and specific vendor qualifications to assure and maintain the quality of the programs provided at the facility. The awarded Contractor should possess municipal swimming pool management skills and experience with swimming facilities as indicated in the minimum qualifications criteria stated in Section 2.

The Contractor shall have at least three (3) years of experience operating public swimming pools and hold a Certified Pool Operator license.

If requested by the City, Contractor agrees to remove any employee and substitute an acceptable person at that lifeguard post. Contractor is responsible for ensuring employees have completed all required training and certifications before being assigned to work as a site supervisor and lifeguard. Contractor shall provide the City with a list of names, and telephone numbers, and training dates of all guards, back-up guards, and field supervisors. Changes to the list are to be provided to the City as they occur.

The on-site Manager for the Contractor, and/or the team should have, AT A MINIMUM, the following expertise, certification, and proven capability:

- A. Certified Pool Operator (CPO) or Aquatic Facility Operator (AFO) certification.
- B. Experience in successfully implementing an aquatic risk management system that includes at a minimum the following: facility operations audits, lifeguard performance audits and vigilance awareness validation.
- C. Evidence of knowledge of current aquatic industry standards of care related to water chemistry and disease prevention procedures; lifeguard best practices; use of adjunct equipment (i.e. rescue equipment, automatic external defibrillator units and emergency oxygen).
- D. Three (3) years of experience in managing/operating an aquatic facility of comparable or greater size.
- E. All Federal (OSHA), State and County standards must be followed for both the employees and participants (citizens) with respect to Bloodborne Pathogens and infectious diseases.
- F. Instructors providing lessons are required to have Lifeguard and Water Safety Instructors (WSI) certification, or the equivalent, as well as training or certification in adaptive aquatics for the handicapped.
- G. The Contractor shall remain in compliance with all City, County, State, and Federal laws and regulations as well as minimum industry safety standards related to pool and aquatic program operations.
- H. Must possess a current/valid Lifeguard Training certification issued by the American Red Cross, YMCA or Ellis and Associates; and
- I. Must possess a current/valid Cardiopulmonary Resuscitation for the Professional Rescuer/Automated External Defibrillator (CPRFPR/AED) certification issued by the American Heart Association or American Red Cross; and
- J. Must possess a current/valid First Aid certification issued by the American Heart Association or American Red Cross; and

- K. Must possess a current/valid Water Safety Instruction (WSI, if teaching lessons) certification or equivalent issued by the American Red Cross, YMCA or Ellis and Associates; or a minimum of six (6) months (equivalent to 1,40 hours) of verifiable experience as a lifeguard and/or trainee.
- L. Communication: Ability to speak, write, listen and secure information in a variety of settings.
- M. Teamwork: Ability to work effectively with others to achieve optimal collective results.
- N. Service Attitude/Customer Service: Identifies the needs and wants of members as priority and responds in an effective and timely manner to enhance every person's experience.
- O. Self-Management: Ability to direct personal performance to achieve desired results.
- P. Flexibility/Managing Change: Ability to know your environment, initiate and respond effectively to changing conditions.

4.3. BACKGROUND CHECK:

The Contractor is required to provide a Level 2 criminal background check pursuant to section 435.04, Florida Statutes and a sexual offender background check of all employees contracted for assignment to the City of Homestead. The criminal background check shall consist of a Florida Department of Law Enforcement ("FDLE"), Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) criminal records check. Evidence of each employee's successful passing of all background screenings will be required to be provided to the City prior to any employee working at any aquatic City facilities. Any employee not meeting this requirement will not be permitted to work at any of the City facilities.

The Contractor shall mandate that all employees utilized by the Contractor for the City of Homestead for lifeguards and/or pool operators, report any criminal charges brought against them immediately. The Contractor, upon receipt of such information, will immediately notify the City of Homestead.

4.4. PERSONNEL:

For service provided under this contract, the Contractor shall employ persons who are neat, clean, well groomed, and courteous and at least seventeen (17) years of age. All personnel must be uniformly identified at all times. All personnel is expected to perform their duties in a professional, service-oriented manner. Adherence to quality standards will be required.

The Contractor shall, at all times, comply with all rules, regulations and ordinances of City and any other governmental agency having jurisdiction. The Contractor shall further take all precautions and extreme care to conduct its activities in a safe and prudent manner with respect to its agents, employees, members, visitors and participants in any activity within the premises.

The Contractor must obtain written approval from the designated City representative, at City's sole discretion, for all persons to be employed as lifeguards before such persons commence work.

All personnel employed by the contractor shall be considered employees of the contractor and not of the City.

The City shall have the right to request replacement of any of the contractor's employees whose conduct, character or performance is detrimental to the best interest of the City, and the contractor agrees to make such replacement within 24 hours.

4.5. POOL OPERATIONS RESPONSIBILITIES:

The Contractor shall be responsible for meeting and maintaining all health and safety standards, regulations and the condition of the pool water as set forth by the Florida Department of Health, American Public Health Association, Miami-Dade County Health Department, and the City of Homestead for the operation of the pool.

The Contractor and/or Team shall perform, in accordance with the frequency required by the health department, water testing and monitoring of chemicals to maintain chemical balance to achieve proper water quality and maintain proper water levels. The City shall provide to the Contractor water chemistry test kits to monitor water quality and chemical treatments necessary to perform maintenance to maintain/adjust the water chemistry in the pool to meet the health codes and standards for safe operations of the City's pool. The Contractor shall keep all necessary permits, inspections and records to ensure that the pool meets all health codes and standards. The City shall receive a copy of all records pertaining to chemical usage, testing and facility maintenance upon request.

In addition, the on-site Site Supervisor for the Contractor, and/or the Team shall be responsible to maintain, at a minimum, the following:

- A. Maintain all surfaces in and around the pool in a clean and safe condition.
- B. Maintain storage areas, offices, restrooms, locker rooms and entrance areas in a clean, safe and inviting manner including the collection of trash and debris.
- C. Test safety equipment and water quality, and vacuum the pool on a daily basis. Provide routine maintenance and clean all pumps, drains, filtering devices and associated equipment. Backwash the filter system as required by the Manufacturer.
- D. Shall report immediately any damages, malfunctioning equipment, and pool repairs needed to the Parks, Recreation and Open Spaces Coordinator.
- E. Ensure adequate inventory of first aid supplies and pool chemicals for the operation and safety of the facility.
- F. Perform minor repairs to Facility pumps, filters, collectors, feeders, controllers and heater for proper readings and functions daily.

4.6. LIFEGUARD RESPONSIBILITIES:

Upon general supervision of the Contractor, the Pool Lifeguard is responsible for the safety of swimmers and enforcement of regulations at a municipally-operated swimming pool. The

Contractor shall be responsible for all duties associated with staffing the aquatic facilities including all training, scheduling, providing uniforms, and supervising all personnel. The Contractor shall meet or exceed all local, state, and national Health and Safety Standards.

The Pool Lifeguards also perform related duties as required and report directly to the contractor (lead lifeguard, supervisor, etc.). Employees may be required to work early mornings, nights, weekends and holidays. The positions are part-time. Essential duties require the following physical skills and work environment: sufficient strength and coordination to rescue submerged victims and remove them from the water.

The Contractor shall complete and maintain detailed documentation and records of all incidents, accidents, and rescues with regards to programs, participants, employees, mechanical, and structural and the steps taken to rectify the incident. Contractor will immediately report all incidents, accidents and rescues to the City along with a copy of the detailed report to include all circumstances and individuals surrounding the incident and specific location.

In addition, the on-site Site Supervisor for the Contractor, and/or the Team must provide and/or to maintain, at a minimum, the following:

A. Site Supervisor:

1. Shall be responsible for the supervision of the lead lifeguard and lifeguards for the aquatic facility.
2. Shall confirm all operations are in compliance with all applicable policies, procedures, laws, regulations, and standards of quality and safety.
3. Shall confirm all necessary training are completed.
4. Shall supervise/assist the daily operations of the aquatic facility from opening to closing. Including any daily set ups and/or break down of facility equipment.
5. Shall establish and enforce all safety rules and procedures.
6. Shall maintain discipline among swimmers and other persons at the Aquatic Facility.
7. Shall provide scheduling of lifeguard staff to ensure enough lifeguards are present and supervise the daily activities.
8. Perform duties as a lifeguard when and as necessary.
9. Shall supervise and assist in any rescue, apply resuscitation, and administer emergency care when needed.
10. Shall develop, implement and supervise aquatic activity program and special events for the community and community groups.
11. Shall develop, implement and supervise a swim instruction program for all ages and abilities, including those with special needs.

12. Shall develop, implement and supervise a water aerobics program for varied ability levels.
13. Shall provide on-site or on-call management staff during special events as directed by City.

B. Lead Lifeguard:

1. Shall assist the site-supervisor in ensuring all pool procedures and duties are followed.
2. Shall inspect and maintain all equipment for proper readings and functions. Take inventory of janitorial supplies to ensure enough supplies are available for cleaning of facility.
3. Report any problems, complaints, damages to site supervisor and complete reports.
4. Shall perform lifeguard duties when and as necessary.
5. Shall respond to any public inquiries regarding aquatic facility made by telephone or in person.
6. Shall supervise and assist in any rescue, apply resuscitation, and administer emergency care when needed.

C. Lifeguard:

1. Shall maintain discipline in and around swimming pool to prevent accidents.
2. Shall maintain an appropriate level of fitness for conducting rescue operations.
3. Shall administer cardiopulmonary resuscitation (CPR) and First Aid.
4. Shall direct communication and contact with swimmers and the general public.
5. Shall educate users when they are engaged in activities which may increase the risk of personal injury to themselves or others.
6. Shall perform cleaning and disinfecting of the pool, pool filters, decks, showers, locker rooms and equipment used for aquatic activities.
7. Shall complete written reports of accidents and incidents.
8. Shall complete various facility checklists and forms.
9. Shall participate in department training activities and meetings.
10. Shall assist in preparing the pool for various aquatic programs.
11. Shall tally attendance and monitor admission payments.

12. Shall present a professional appearance and attitude at all times; and maintaining a high degree of customer service.

4.7. TRAINING:

It shall be the responsibility of the Contractor to ensure that all persons employed as lifeguards, lead lifeguards and supervisors receive and successfully complete proper training as required by law. The Contractor may perform the training with its own staff if they are certified lifeguard trainers, or sub-contract for certified training to meet this requirement.

Formal training of all lifeguards assigned to the City contract shall be conducted as per the standards and guidelines established by the Florida State Statutes Chapter 514 and the Florida Administrative Code Chapter 64E-9.

The Contractor will provide at least one (1) training/re-training session per year, which shall be attended by all of the Contractor's employees assigned to work on the City contract. Any additional training, such as training of new employees throughout the school year, will be the sole responsibility of the Contractor.

4.8. MINIMUM WAGE BASED ON STATE LAW:

Under this contract, the wage rate paid to all the personnel employed by the bidder for the work under the contract shall not be less than the prevailing wage rates for similar classifications of work in Miami-Dade County Florida, as published by the Florida Department of Commerce, Bureau of Worker's Compensation.

4.9. TIME SHEETS:

The Contractor must maintain a daily time sheet with the signature of the employee on each work shift and the location of their guard post. A copy of this log will be submitted weekly to the City.

4.10. NORMAL HOURS OF OPERATION:

- School Year – Monday through Friday - 4:00 p.m. to 7:00 p.m.
- Weekends - 10:00 a.m. to 6:00 p.m.
- Summer – 10:00 a.m. through 6:00 p.m. Daily

4.11. SCHEDULE OF SERVICES

It is anticipated that four (4) life guards will be required for each day. However, this is an estimate and the designated City representative will keep the Contractor informed as to the exact number of lifeguards that will be required at any one time.

ESTIMATED SCHEDULE FOR SCHOOL YEAR		
Monday – Friday	4:00 p.m.-7:00 p.m.	3 lifeguards
Sat. – Sun. for 15 weeks	10:00 a.m. – 6:00 p.m.	4 lifeguards
ESTIMATED SUMMER SCHEDULE-11 weeks		

Mon. – Sunday	10:00 a.m. -12:30 p.m.	4 lifeguards
Mon. – Sunday	1:30 p.m.- 6:00 p.m.	4 lifeguards

Lifeguard towers in between those listed above open later and close earlier, depending upon crowd conditions.

It is estimated that lifeguard services will be required for a total of approximately 52 weeks per year, which may vary and is subject to change.

4.12. GUARD BACKUP:

The Contractor shall make available the name and telephone number of a backup lifeguard in case the lifeguard scheduled to work cannot come into work that day. The Contractor shall ensure that the back-up lifeguard is fully trained and familiar with the duties and responsibilities of a lifeguard. Must respond within 1 hour to 2 hour.

4.13. TWENTY-FOUR (24) HOUR ANSWERING SERVICE:

The Contractor shall provide for its employees a 24-hour answering service. In the event a lifeguard is unable to come to work, it will be his/her responsibility to contact the Contractor for a replacement.

4.14. FACILITY AND EQUIPMENT:

- A. Contractor Equipment Maintenance and Repairs: All equipment provided by the Contractor will remain the property of the Contractor and any maintenance required thereon shall be the responsibility of the Contractor. The City shall incur no obligation for repairs.
- B. Condition of Premises: Contractor shall maintain the premises in a clean, attractive and orderly condition. The Contractor shall be responsible for the prompt removal of all trash, litter, and debris which accumulates on or about the premises which is attributable directly or indirectly to or arising out of its use, specifically including any litter left by the Contractor, its visitors or spectators.
- C. Inspection: For the purpose of inspection, City reserves the right to enter upon any part of the Premises at any time during the period the business is to be open under the terms of this contract.
- D. Signs: No signs whatsoever, including advertising signs, shall be erected or permitted upon the Premises until they have first been approved by the City.

4.15. LIFEGUARD UNIFORMS AND EQUIPMENT:

Lifeguards must wear issued uniforms while on duty for easy recognition by the public.

The Contractor is responsible for supplying all equipment necessary for the lifeguards to perform their duties. Each Lifeguard must be issued a whistle. Contractor provided uniforms for the Lifeguards will consist of red or blue swim shorts and a white t-shirt with the words "LIFEGUARD" in Red and the Lifeguard symbol in blue below the lettering on the front of the

shirt and the words “LIFEGUARD” on the back. The City will provide a sample uniform shirt for example to the successful bidder. Any required replacement of aged, lost or damaged equipment shall be the responsibility of the Contractor.

4.16. POOL/PARK RULES & REGULATIONS:

Vendor must comply with the City of Homestead, Park rules and regulations, Florida State Statutes, and the Florida Administrative Codes concerning public pool operations.

4.17. AUTHORITY OF PARKS, RECREATION AND OPEN SPACES DIRECTOR:

Use by the Contractor of the Premises shall be coordinated with the Director. The Director shall have the authority to suspend all or any portion of any of the activities of the Contractor when, in the Director's opinion, such may be or are detrimental to the public or to the City, or if the City has reason to believe any law or ordinance is being violated by the Contractor, or its agents, employees, or patrons. All references in the agreement to the Director shall mean and include any designee of the Director.

4.18. ROBY GEORGE POOL FACILITY INFORMATION:

- A. Volume 183,193 gallons
- B. Pool Load: 101 people
- C. Flowrate: 509
- D. Filter Type: Sand
- E. CES Chemical Feeder
- F. Pool Heater
- G. 8 lanes with racing blocks
- H. Shallowest 3ft- Deepest 6ft
- I. Total of 5 shaded structures and 5 small picnic tables
- J. 5 tables one of them handicap accessible
- K. 1 big bleacher overlooking the pool
- L. Two outside showers located between the restrooms
- M. Two life guard chairs
- N. Rooms - Locker Rooms, first aid room, and concession
 - 1. Locker rooms-
 - a. MEN: 5 stalls one, handicap accessible, 2 urinals, 5 showers one of them handicap accessible

- b. WOMEN: Women's has a total of 5 stalls one of them handicap accessible, a total of 5 showers one of them handicap accessible

Equipment Inventory:

A. First aid room:

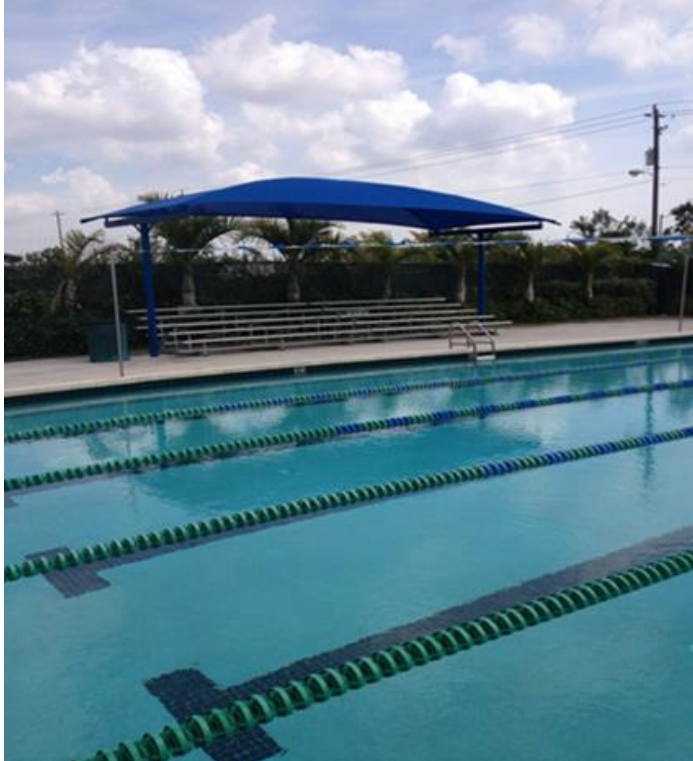
- 1. First aid bed
- 2. Refrigerator
- 3. Sink
- 4. Storage cabinets

B. Locker Rooms:

- 1. Lockers
- 2. Benches

C. Storage Rooms:

- 1. Life Jackets
- 2. Floatation devices
- 3. Pressure cleaner
- 4. Hammer head vacuum
- 5. Storage container
- 6. Brushes
- 7. Skimmers



5. TERM OF CONTRACT/METHOD OF AWARD

5.1. TERM OF CONTRACT:

The initial term of the Contract shall be from October 1, 2026 through September 30, 2029.

Providing the successful Bidder will agree to maintain the same terms and conditions of the current contract, this contract could be extended for an additional two (2) years, on a year-to-year basis, if mutually agreed upon by both parties.

In the event services are scheduled to end because of the expiration of this contract, the contractor shall continue the service upon request of the City as authorized by the awarding authority. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

5.2. PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the Bidder is awarded a Contract under this Bid solicitation, the prices quoted by the Bidder on the Bid Form shall remain fixed and firm during the first year of this Contract. Cost adjustments may only be considered year two and beyond if there is an economic impact in the industry and can be validated through the Consumer Price Index. If no price increase has been requested, the City will assume that the bidder has agreed to continue under the same price allowed in the current term.

Prices or billing amounts shall not exceed the prices stated in the Contract without the prior written consent of the City. The prices stated include packing, crating, and transportation, F.O.B./C.I.F. destination, Freight prepaid. Bidder agrees that any price reduction applicable to the ordered services or supplies subsequent to the order date but prior to delivery will be applicable to the Contract.

Bidder may offer incentive discounts from this fixed price to the City at any time during the Contract term.

5.3. COST ADJUSTMENTS:

The hourly charges offered and accepted must remain firm for the duration of the term of the contract.

Costs for any renewal term are subject to an adjustment only if there is a change in the Federal Minimum Wage Rate. Any request for a rate increase or decrease must be documented and submitted in writing to the City at least one hundred twenty (120) days prior to the end of the current contract term. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented or are considered by the City to be excessive. In the event that the City determines that the costs as submitted are not properly documented, or are excessive, and the matter cannot be resolved to the satisfaction of the City, the contract will not be renewed for the additional optional renewal period(s).

6. INSURANCE REQUIREMENTS

6.1. INSURANCE REQUIREMENTS:

These are mandatory insurance requirements, please be sure to fulfill each requirement listed below. All policies, endorsements, certificates and/or binders shall be subject to approval by the City's Risk Management as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by a duly authorized representative of the City. A lapse in

any required insurance coverage during this Contract shall be considered a material breach. Further it is understood and agreed by Bidder that nothing in this provision shall waive or otherwise limit the right of the City to modify INSURANCE REQUIREMENTS to meet the demands of special or unique circumstances. Accordingly, those rights are expressly reserved by the City.

The insurance obligations under this Contract shall be: all the insurance coverage and/or limits carried by or available to the Bidder or the minimum insurance requirements and/or limits shown in this Contract, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover obligations of the Bidder under this Contract.

If evidence of insurance provided by Bidder does not comply with the requirements of this section, the City reserves the right but not the obligation to deem your Bid non-responsive.

Throughout the term of this agreement and for all applicable statutes of limitation periods, Bidder agrees to have and maintain in full force and effect the insurance policies set forth in this article. All policies must contain an endorsement requiring minimum thirty (30) days written notice from the insurance company to the City prior to cancellation or any change in coverage, scope or amount of any such policy or ten day notice for non-payment of premium.

BIDDER EXPRESSLY AFFIRMS THAT IT HAS HAD THE OPPORTUNITY TO RECOVER THE COSTS OF THE INSURANCE REQUIRED IN ITS CONTRACT PRICE.

- A. All insurance policies shall be issued by insurers that are authorized to transact business in the State of Florida, and have an A. M. Best's financial and size rating of A-VIII or better.
- B. All insurance policies, except Property, Workers Compensation and Professional Liability (if applicable), shall name and endorse the following as additional insured: The City of Homestead, its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured to the extent of the contractual obligation assumed by the Bidder. The Commercial General Liability policy shall be endorsed with the ISO CG2010 Additional Insured endorsement (or similar endorsement or policy coverage form with coverage at least as broad as the ISO CG 2010) and the ISO CG 2037 Additional Insured – Completed Operations endorsement (or similar endorsement or policy coverage form with coverage at least as broad as the ISO CG 2037). As additional insured, the City shall be defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of Bidder, its employees, agents, subcontractors, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence. Bidder shall provide a copy of these policy forms or endorsements prior to project start and at any time upon City request.
- C. It is specifically agreed that the City of Homestead shall not be liable to the Bidder for any liability arising out of the performance of this Agreement. Bidder specifically waives any

and all rights of recovery it may have against the City of Homestead, independent of any waiver of rights of recovery by any insurer. All insurance policies shall include a Transfer of Rights of Recovery Against Others to Us/Waiver of Subrogation in favor of the City. Bidder agrees to obtain any endorsement or policy coverage form that may be necessary to effect all waivers of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement or policy coverage form from the insurer.

- D. All insurance policies shall be endorsed to provide that (a) Bidder's Insurance is primary and non-contributory to any other Insurance available to the City of Homestead with respect to claims covered under the policy and (b) Bidder's insurance applies separately to each insured against who claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable. Any policy including a self-insured retention ("SIR") in the primary layer of liability in any amount must be submitted to and approved by the City's Risk Management Department prior to risk approval.
- E. If the Bidder fails to submit the required insurance certificate(s) in the manner prescribed with the executed agreement submitted to the City and if not submitted with the executed agreement in no event exceed three (3) calendar days after request to submit certificate(s) of insurance, the Bidder shall be in default, and the Contract may be rescinded at the City's sole discretion. Under such circumstances, the Bidder may be prohibited from submitting future solicitations to the City.
- F. Bidder shall be solely responsible for ensuring that all vendors and/or independent or sub-contractors ("sub-contractors") also comply with the insurance requirements, terms, conditions, limits and related criteria as outlined above and shall specifically require Commercial General Liability, Auto Liability and Florida Workers Compensation coverage from any sub-contractor utilized by Bidder.
- G. **BIDDER'S PROPERTY:** Bidder and its subcontractors, if any, are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding, and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the City of Homestead.
- H. Bidder shall provide of the City of Homestead's Contract Administrator/Buyer with a copy of the certificate(s) of insurance and endorsements evidencing the types of insurance and coverage required in this Section within three (3) calendar days of Bidder's receipt of Notice of Intent to Award the Contract and, at any time thereafter, upon request by the Contract Administrator/Buyer. It is the BIDDER'S responsibility to ensure that the Contract Administrator/Buyer is provided with evidence of current insurance on file with the City during the term of this Agreement, or longer as may be required herein.

- I. Bidder's Insurance Policies shall be endorsed to provide the City with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverage or limits or ten days for non-payment of premium. Notice shall be sent to:
City of Homestead
Attn: Procurement & Contract Services Department
450 SE 6th Avenue
Homestead, FL 33030
- J. At any time while this Agreement is in force, if any of the Bidder's insurance policies is written on a Claims-Made coverage form, then Bidder shall maintain such insurance coverage for a period of FIVE (5) years after the expiration or termination of this agreement (including any and all extensions and/or renewals) OR provide City with an Extended Reporting Period endorsement with a minimum term of no less than FIVE (5) years, as evidence of the City's ability to present a claim(s) past the expiration of the Claims Made policy(ies), which arise from work performed under this Bid during any Claims Made policy period.
- K. If any of Bidder's Insurance policies (1) includes a general aggregate limit and (2) provides that claims investigation and/or legal defense costs and/or expenses are included within the policy's general aggregate limit, the general aggregate limit of said policy(ies) shall be no less than five (5) times the per occurrence limit as specified above in this Section.
- L. The provisions of this Section shall survive the expiration or termination of this agreement.
- M. **PAYMENT:** If any of the insurance policies required under this Section lapse during the term of this agreement or any extension or renewal of the same, Bidder shall not receive payment from the City until such time that the City has received satisfactory evidence of reinstated coverage of the types and coverage specified in this Section that is effective as of the lapse date. The City, in its sole discretion, may terminate the Agreement immediately and no further payments shall be due to Bidder.
- N. **RENEWAL OF INSURANCE:** Bidder shall be responsible for assuring that the insurance certificate/ endorsements required in conjunction with this section remains in force for the duration of the Contract term. If the insurance certificate/endorsements are scheduled to expire during this period, Bidder shall be responsible for submitting a new or renewed insurance certificate/ endorsements to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificate/endorsements are not replaced with a new or renewed certificate(s) evidencing acceptable insurance coverage which covers the Contract term, the City may suspend this Agreement until such time as the new or renewed certificate/endorsements evidencing acceptable insurance coverage are received by the City.

- O. **MINIMUM COVERAGE:** Insurance coverage in the minimum amounts set forth herein shall not be construed as to relieve Bidder of liability in excess of such coverage, nor shall it preclude or otherwise limit the City from taking other action(s) as may be available under any other provision(s) of this Agreement or otherwise in law or equity.
- P. **CONFLICT:** In the event that a conflict arises between the provisions of any agreement, contract or understanding that arises out of this Bid and this Section, the provisions of this Section shall control and prevail.
- Q. **DISCLOSURE OF INFORMATION:** Bidder agrees that the City may disclose the name and contact information of its insurers to any third party which presents a claim against the City for any damages or claims resulting from or arising out of work performed by the Bidder, its agents, employees, servants or subcontractors in the performance of this contract.
- R. **RELAXATION OR SUSPENSION OF INSURANCE REQUIREMENTS:** If, in the opinion of the City, full compliance with the insurance requirements in this Section is not commercially practicable for the Bidder, and would not be commercially practicable for most other Bidders qualified to perform the Project or Work, at the written request of the Bidder, the City may, in its sole discretion, and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the Bidder. As a condition to any such relaxation of the insurance requirements, City may require Bidder to provide the City with written evidence satisfactory to the City that full compliance with the insurance requirements is neither commercially practicable for the Bidder, nor commercially practicable for most other Bidders qualified to perform the Work. Any such modification shall be subject to the prior written approval of the City, and subject to the conditions of such approval.
- S. **SUBSEQUENT AGREEMENTS:** The requirements of this Section shall extend to any subsequent written agreement which results from this ITB and shall represent the City's minimum insurance requirements. Bidder understands and agrees that the insurance requirements may be updated or amended at the sole discretion of the City's Risk Manager in any subsequent agreement executed which is subject to this ITB based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

6.2. **WORKER'S COMPENSATION:**

Bidder shall carry the following types of insurance coverage whether products and/or services provided by Bidder to the City in connection with the performance of this Contract occur on City premises or not.

As required by the State of Florida with the statutory limits, and include employers' liability insurance with a limit of not less than \$1,000,000 for each accident, \$1,000,000 for each disease

and \$1,000,000 for aggregate disease. Policy shall be endorsed with a “Waiver of Our Right to Recover From Others” endorsement which favors the City. A copy of NCCI Form WC 00 03 13 (or similar endorsement with coverage at least as broad as NCCI Form WC 00 03 13) issued by the insurer shall be required for risk review prior to project start and shall be provided by Bidder at any time upon request.

If Bidder’s workers compensation program is part of an employee-leasing or co-employment arrangement where certain Statutory employees may be excluded from coverage, Bidder specifically agrees to indemnify, hold harmless, defend against and pay or reimburse the City for losses the City or its insurers may be obligated to pay to any natural person who is denied workers compensation benefits or employers liability coverage that arise out of or result from Bidder’s employee-leasing or co-employment arrangement.

6.3. AUTOMOBILE LIABILITY:

Bidder shall carry the following types of insurance coverage whether products and/or services provided by Bidder to the City in connection with the performance of this Contract occur on City premises or not.

Bidder shall carry automobile liability insurance with minimum limits of One Million (\$1,000,000) dollars, combined single limit per occurrence for bodily injury liability and property damage. The policy is to be written on ISO Form CA 00 01 covering any auto (Symbol 1) or if Bidder has no owned autos, covering hired (Symbol 8) and non-owned (Symbol 9) autos. Policies shall be endorsed to add the City of Homestead as Additional Insured and include a Waiver of Subrogation in favor of the City. Coverage must be primary and non-contributory to any other insurance available to the City of Homestead. Copies of the endorsements or policy forms reflecting these terms may be required for risk review and shall be provided by Bidder at any time upon request.

6.4. COMMERCIAL GENERAL LIABILITY:

Bidder shall carry the following types of insurance coverage whether products and/or services provided by Bidder to the City in connection with the performance of this Contract occur on City premises or not.

Bidder shall carry Commercial General Liability Insurance for all on-going and completed operations of the Bidder, including all on-going and completed operations of all Bidder’s sub-contractors and shall include but shall not be limited to Contractual, Products and Completed Operations and Personal and Advertising Injury coverage with limits of not less than: One million (\$1,000,000) dollars each Occurrence and for Personal and Advertising Injury coverage and two million (\$2,000,000) dollars for Products – Completed Operations Aggregate and General Aggregate. The Commercial General Liability insurance policy must include but shall not be limited to the following listed Coverages: Coverage A – Bodily Injury and Property Damage Liability, Coverage B – Personal and Advertising Injury Liability, and Coverage C – Medical Payments. Coverage shall include but shall not be limited to coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products,

completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

Bidder's Commercial General Liability insurance coverage shall be primary and non-contributory. For any claim related to this contract, this coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 – PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Bidder's insurance and shall not contribute with it. Bidder shall provide a copy of this policy form or endorsement prior to commencing services and at any time thereafter upon City request.

The City's Risk Management Department will not accept an insurance policy that includes the ISO CG 21 39 CONTRACTUAL LIABILITY LIMITATION, the ISO CG 24 26 AMENDMENT OF INSURED CONTRACT DEFINITION or similar policy coverage forms or endorsements.

The Commercial General Liability policy must be endorsed to add the City of Homestead as Additional Insured and include a Transfer of Rights of Recovery Against Others to Us / "Waiver of Subrogation" endorsement in favor of the City. Copies of these policy coverage forms or endorsements reflecting these terms may be required for risk review and shall be provided by Bidder to the City at any time upon request.

The City's Risk Management Department shall require a COMPLETE copy of Bidder's commercial general liability policy including all coverage forms and endorsements to confirm that there are no exclusions and/or other limitations for operations of Bidder's independent or sub-contractors. Risk Management, in its sole discretion, shall not accept an insurance policy that includes these type or other similar policy coverage forms or endorsements.

6.5. COMMERCIAL EXCESS/UMBRELLA LIABILITY:

Bidder shall carry the following types of insurance coverage whether products and/or services provided by Bidder to the City in connection with the performance of this Contract occur on City premises or not.

Bidder shall carry and maintain minimum \$1,000,000 per Occurrence and \$1,000,000 Aggregate excess liability limits over underlying Commercial General Liability, Auto Liability and Employer's Liability coverage as outlined above.

A copy of the Additional Insured and Transfer of Rights of Recovery Against Others to Us / "Waiver of Subrogation" policy coverage forms or endorsements may be required for risk review prior to project start and shall be provided by Bidder at any time upon request.

6.6. ENVIRONMENTAL IMPAIRMENT/POLLUTION LEGAL LIABILITY:

Bidder shall carry the following types of insurance coverage whether products and/or services provided by Bidder to the City in connection with the performance of this Contract occur on City premises or not.

Bidder shall carry and maintain environmental impairment / pollution legal liability insurance for liability resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under the Agreement, or which arises out of, or in connection with the Agreement, including but not limited to coverage for clean-up of pollution conditions and third-party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage (including but not limited to loading and unloading) and non-owned disposal site coverage. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements.

The City and City's members, officials, officers and employees shall be included as additional insureds on the policy. Bidder shall provide copy of this policy endorsement or policy coverage form evidencing additional insured status prior to commencement of services and at any time thereafter upon request.

The minimum limits to be maintained by Bidder (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 Each Claim or Occurrence and \$1,000,000 Annual Aggregate.

Coverage must either be on an Occurrence basis or, if on a Claims-Made basis, the coverage must respond to all claims reported within five years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. If coverage is provided on a Claims-Made basis, evidence of insurance must include the policy retroactive date.

A copy of the policy and any policy endorsement may be required for risk review prior to project commencement and shall be provided to the City at any time upon request.

6.7. PROFESSIONAL LIABILITY:

Bidder shall carry the following types of insurance coverage whether products and/or services provided by Bidder to the City in connection with the performance of this Contract occur on City premises or not.

Minimum \$1,000,000 per Claim or Occurrence and \$2,000,000 Aggregate limits required to be evidenced. Unless coverage is written on an Occurrence Form, the retroactive date must be evidenced on the COI provided to the City and must be no later than the date of this Contract.

If coverage is written on a Claims-Made form, Bidder shall satisfy the requirements of this Section by either: (1) maintaining a Professional Liability policy as outlined above for 36 months post-completion OR (2) terminating Professional Liability insurance coverage post-completion AND purchasing an Extended Reporting Period ("ERP") Endorsement (with a 36-month term minimum) within 10 working days of policy termination. If Bidder chooses Option (2) at any time post-completion, a copy of the ERP shall be provided to the City within 30 calendar days.

7. PRICING

PRICE FORM

Percent Markup on Hourly Staff Rate

Line Item	Description	Percentage of Mark-Up	Percentage
1	Pool Operator/Site Supervisor	Percentage	
2	Lead Lifeguard	Percentage	
3	Lifeguard	Percentage	

8. **SUBMITTALS**

Respondents are solely responsible for ensuring that their submittals are complete, uploaded and submitted in the e-procurement Portal BEFORE 2:00 pm on Tuesday, April 21, 2026. The City shall not be responsible for any submission delays or failures caused by any occurrence. Respondents are expected to examine this solicitation, specifications, associated drawings, if any, and all instructions. Failure to do so will be at the Respondent's risk.

Each Respondent shall furnish the information required on each response/submittal form and each accompanying sheet thereof on which an entry is made.

The following items must be completed and uploaded as part of your electronic submittal. **Failure to complete and return required forms may result in your bid being deemed non-responsive and not considered for award.**

These forms must be downloaded, completed, and uploaded as a part of the submittal.

- A. AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT
- B. BUSINESS ENTITY AFFIDAVIT/CONFLICT OF INTEREST
- C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS
- D. DRUG-FREE WORKPLACE PROGRAM AFFIDAVIT
- E. SCRUTINIZED COMPANIES FORM
- F. E-VERIFY
- G. SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
- H. PERFORMANCE SURVEYS
- I. NOTIFICATION OF SOCIAL SECURITY NUMBER COLLECTION AND USAGE
- J. W-9 FORM

K. AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

L. AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Proof of insurance - If applicable, please refer to Section 6 – Insurance Requirements

Respondents shall register on the City's e-Procurement Portal. Once registered, Respondents may view and click "Follow" to be a Prospective Respondent for this solicitation and will appear on the Follower's list. Respondents that fail to Follow this project will not receive automated Addenda notifications, nor will they be able to submit a response in the Portal, and therefore will be unable to participate, nor be considered for this solicitation. Respondents must click "Draft Response" to properly begin and submit a response in the Portal.

The City will accept responses to this solicitation electronically via the e-Procurement Portal until **2:00 pm on Tuesday, April 21, 2026**. Responses received after the scheduled due date and time for submission will not be accepted. Responses submitted in any other format other than via the City's e-Procurement Portal, including but not limited to, hard copy (mailed or hand delivered), facsimile, or emailed submittals, will not be accepted, nor considered. The scheduled due date and time for submission will be scrupulously observed.

Neither the City, nor the Software Administrator will be held responsible for untimely submissions due to personal or company internet or hardware limitations, settings or restrictions, internet speed, power outage, network connection, use of a malfunctioning electronic device, or the like. Respondents shall be solely responsible for ensuring the capability of their computer system while responding to this solicitation, and for the stability of their internet service. Uploading large documents may take significant time depending on the size of the file(s) and the Internet connection speed that the Respondent is using to submit a response. Failure of the Respondent to successfully submit an electronic response before the deadline indicated herein shall be at the Respondent's sole risk, and no relief will be given for late and/or improperly submitted response. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point, the Respondent will also receive an email confirmation from the Portal.

Respondents may withdraw their submittal electronically via the Portal at any time prior to the scheduled due date and time for submission.

8.1. I certify that I have read through the attached solicitation, and I understand all specifications, terms, conditions, and materials provided therein.*

☐ Please confirm

*Response required

8.2. Bid Form:*

Please download the below documents, complete, and upload.

- Bid Offer Form.pdf

*Response required

8.3. COH Forms to Submit*

Please download the below documents, complete, and upload with your Bid Package.

- A. AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT
- B. BUSINESS ENTITY AFFIDAVIT/CONFLICT OF INTEREST
- C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS
- D. DRUG-FREE WORKPLACE PROGRAM AFFIDAVIT
- E. SCRUTINIZED COMPANIES FORM
- F. E-VERIFY
- G. SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
- H. PERFORMANCE SURVEYS
- I. NOTIFICATION OF SOCIAL SECURITY NUMBER COLLECTION AND USAGE
- J. W-9 FORM
- K. AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES
- L. AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

- COH_Forms.pdf

*Response required

8.4. List of References *

Please download the below documents, complete, and upload.

- REFERENCE_FORM.pdf

*Response required

8.5. Reference Questionnaires (Refer to Section 2.5):*

Please download the below documents, complete, and upload with your Bid Package.

- Reference_Questionnaire_#1.pdf
- Reference_Questionnaire_#2.pdf

- Reference Questionnaire #3.pdf

*Response required

8.6. Upload the Certified Pool Operator (CPO) or Aquatic Facility Operator (AFO) Certification.*

*Response required

8.7. Provide copy of Water Safety Instruction (WSI) Certification*

*Response required

8.8. Provide copy of First Aid Certification and Cardiopulmonary Resuscitation for the Professional Rescuer/Automated External Defibrillator (CPRFPR/AED) certification*

*Response required

8.9. Provide copy of valid occupational/business license and State registration*

Bidder(s) shall submit, with their Bid, a copy of their valid occupational/business license and State registration [Florida State Registration can be located and printed at www.Sunbiz.org].

*Response required

8.10. Provide evidence of Insurance in accordance with Section 6.*

*Response required

8.11. Bidder Qualifications Form:*

Please download the below documents, complete, and upload.

In order for bids to be considered, Bidders must submit with their bid, evidence that they are qualified to satisfactorily perform the specified work. A Company Profile shall be provided and must include evidence and all necessary information to certify that the Bidder:

- Maintains a permanent place of business [i.e. length of time in business];
- Has technical knowledge and practical experience included in this scope of work [i.e. any certifications, or training that you company goes through, along with years of experience using these products or providing these services],
- Resume and experience of those individuals who will be assigned to this project as Project Manager and/or Project Team;
- Has not had just or proper claims pending against him or his Work;
- List of any pending or past litigation including all its principals and officers with the City;
- Has performed similar type, size and complexity of such project, evidence will consist of listing the type of project and nature of Work for the last three (3) years.

- Has the available organization and qualified manpower to do the Work [i.e. number of employees, size of warehouse, office, location]; including the availability of staff and financial means to service more than one pool location for the City of Homestead.
- Has adequate financial status to meet the financial obligations incidental to the work;
- Has an active Florida Certified Pool Operator License or Aquatic Facility Operator.
- Has experience with Public Swimming Pools.
- Bidder Qualifications Form-...

*Response required

8.12. Acknowledgment of Addenda and Q&A*

Bidder acknowledges that they are solely responsible for reviewing the latest questions and answer, notices and addenda associated with this procurement process. Failure to consider key information and changes within your submission may result in your offer being deemed non-responsive if key data or forms are omitted.

☐ Please confirm

*Response required

Strategic Plan Focus Area:

Quality of Life

Goal:

Build upon Homestead's unique history and charm to implement programs and services that create new amenities and family-friendly activities within a safe and beautiful environment.

CITY OF HOMESTEAD, FLORIDA

RESOLUTION NO. R2026-07-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOMESTEAD, FLORIDA, APPROVING THE AWARD OF A CONTRACT TO ONE STOP AQUATIC SAFETY LLC FOR ITB # 202603 POOL OPERATIONS & LIFEGUARD SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Homestead issued Invitation to Bid (ITB) #202603 – Pool Operations & Lifeguard Services (“ITB”) on March 20, 2026; and

WHEREAS, the City received and evaluated the submissions in accordance with applicable procurement requirements; and

WHEREAS, the Procurement and Contract Services Department recommends award of the ITB to One Stop Aquatic Safety LLC, the responsive and responsible bidder, in accordance with the bid; and

WHEREAS, the award of the contract is in the best interests of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOMESTEAD, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the foregoing recitals are true and correct and are incorporated herein.

Section 2. Approval of Award. That the City Council hereby approves the award of the ITB to One Stop Aquatic Safety LLC, the responsive and responsible bidder.

Section 3. Implementation.

A. That the City Manager is hereby authorized to take any action which is necessary to implement the purposes of this Resolution and the agreement, in accordance with the ITB and related purchase orders.

B. That the City Manager is authorized to renew or extend the agreement for an additional two years on a year-to-year basis and amend the agreement from time to time for addition/deletion of locations and price adjustments in accordance with the ITB.

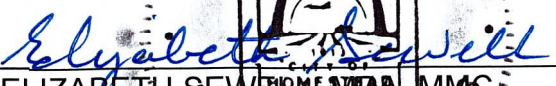
Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED THIS 22nd day of July, 2026.



STEVEN D. LOSNER
Mayor

ATTEST:



ELIZABETH SEWELL, MMC
City Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND BENEFIT OF THE CITY ONLY:



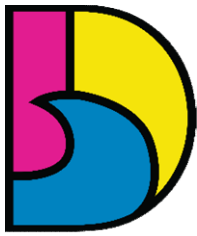
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
City Attorney

Moved by:
Seconded by:
Council Vote:

Councilman Larry Roth
Councilman Clemente Canabal
6-0

FINAL VOTE AT ADOPTION

<i>Mayor Steven D. Losner</i>	<u>YES</u>
<i>Vice Mayor Jenifer N. Bailey</i>	<u>YES</u>
<i>Councilwoman Erica G. Ávila</i>	<u>YES</u>
<i>Councilman Clemente Canabal</i>	<u>YES</u>
<i>Councilman Sean L. Fletcher</i>	<u>ABSENT</u>
<i>Councilwoman Kimberly Konsky</i>	<u>YES</u>
<i>Councilman Larry Roth</i>	<u>YES</u>



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**City of Dania Beach
City Commission Discretionary Funds
Use Request Form**

Recipient: Prestige Club of SW Broward Request Date: 9/16/26 Agenda Date: 9/24/26

Request Sponsor: Vice Mayor Marco Salvino Request Amount: \$2500

Brief description of Recipient's mission/commitment to the City of Dania Beach:

The Prestige Club of SW Broward provides programs to students in schools in low-income communities ranging from anti-bullying, etiquette, STEM, healthy eating, and reading programs. The Etiquette Program annually hosts: Collins Elementary, Dania Elementary, and Olsen Middle School.

Description of how the funds will be used/deliverables:

The Prestige Club's Annual Gala is the main fundraising event for the organization which enables it to deliver its programs.

The Grand GhouL Gala will take place on Saturday, October 17, 2026 at the Charles Dodge Center in Pembroke Pines.

The sponsorship request is for \$2500 which includes a table for 10.

Submitted by: Vice Mayor Salvino Date of submission: 9/16/26

REVIEW FOR VERIFICATION OF FUNDS. PAYMENT WILL BE RELEASED AFTER COMMISSION APPROVAL.

Yeimy Guzman

Digitally signed by Yeimy
Guzman
Date: 2026.09.16 13:54:19
-04'00'

Legal

Finance

City Manager

PLEASE ATTACH ALL DOCUMENTATION NECESSARY TO SUPPORT THE REQUEST



PRESTIGE CLUB

Helping Children In Need

September 16, 2026

Bill to: VM Salvino, Dania Beach

INVOICE

(due upon receipt)

\$2500.00

BEWITCHED SPONSORSHIP

(TABLE OF 10)

Prestige Club of SW Broward

The Grand Ghoul – October 17, 2026

Please submit payment to:

Prestige Club of SW Broward

6191 Orange Drive #6173

Davie FL 33314

All proceeds benefit the children and families of Prestige Club, 501cS Corporation, State of Florida, Division of Consumer Services, registration #CH18352 EIN 65-0717521

Prestige Club is a not for profit 501c (3) organization, established in 1996. Its purpose is to encompass a networking group of business leaders and help promote their services and skills to the community while at the same time organizing various fundraising, charity, and educational events towards the advancement of people less fortunate. Prestige is an organization that offers love, compassion, support, and assistance to families and children in need. At the present time, Prestige sponsors over twenty-one different non-profit organizations in Broward County that assists towards the growth and development of our society



The GRAND Ghoul

10-17-26

BENEFITING THE PRESTIGE CLUB OF
SOUTHWEST BROWARD

Sponsorship Opportunities

The GRAND Ghoulish PRESENTING SPONSOR - \$10,000

- 20 tickets to the Gala with premium seating (2 tables of 10)
- 20 raffle tickets (one per guest), valued at \$10 each for the drawing for \$2,500
- Corporate name and/or logo incorporated into the event
- Corporate name and/or logo to appear on all promotional materials
- Corporate web link, name and/or logo to appear on the Prestige Club website
- Full page color ad in the program booklet (inside front cover)
- 2 Jack-O-Lantern sponsor gift bags

The SPOOK-TACULAR SPONSOR - \$5,000

- 10 tickets to the Gala with premium seating (1 table of 10)
- 10 raffle tickets (one per guest), valued at \$10 each for the drawing for \$2,500
- Corporate name and/or logo incorporated into the event
- Corporate name and/or logo to appear on all promotional materials
- Corporate web link, name and/or logo to appear on the Prestige Club website
- Full page color ad in the program booklet (inside back cover)
- 2 Jack-O-Lantern sponsor gift bags

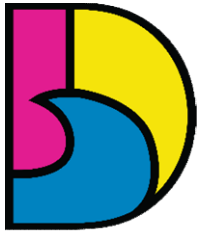
The BEWITCHING SPONSOR - \$2,500

- 10 tickets to the Gala with premium seating (1 table of 10)
- Corporate name and/or logo incorporated into the event
- Corporate name and/or logo to appear on all promotional materials
- Full page color ad in the program booklet
- 2 Jack-O-Lantern sponsor gift bags

Enchanting Advertising Opportunities

Full Page color ad in the program book	\$400
Half Page color ad in the program book	\$300
Quarter Page color ad in the program book	\$100
Individual or couple support (one line)	\$50





DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

City of Dania Beach
City Commission Discretionary Funds
Use Request Form

Recipient: Broward County Request Date: 9/14/26 Agenda Date: 9/24/26

Request Sponsor: Mayor Joyce L. Davis Request Amount: \$3000

Brief description of Recipient's mission/commitment to the City of Dania Beach:

18th Annual Southeast Florida Climate Leadership Summit
The City of Dania Beach has supported the Southeast Florida Climate Leadership Summit for the past several years as part of its commitment to sustainability, environmental stewardship, and community resilience. Hosted by Broward County in 2026, the Summit brings together leaders from government, business, academia, and the nonprofit sector to advance innovative regional solutions addressing climate resilience, infrastructure, economic vitality, and quality of life throughout Southeast Florida.

Description of how the funds will be used/deliverables:

\$3,000 Tropical Fish Sponsorship

Funds will provide a \$3,000 Tropical Fish sponsorship for the 2026 Summit, continuing the City of Dania Beach's support of this important regional initiative. Sponsorship benefits include City recognition and logo placement in Summit materials and promotions, a program advertisement, exhibit space, participation in Summit activities, and opportunities to engage with regional leaders and stakeholders working to strengthen Southeast Florida's resilience.

Submitted by: Mayor Joyce L. Davis Date of submission: 9/16/26

REVIEW FOR VERIFICATION OF FUNDS. PAYMENT WILL BE RELEASED AFTER COMMISSION APPROVAL.

Yeimy Guzman

Digitally signed by Yeimy
Guzman
Date: 2026.09.17 11:12:18
-04'00'

Legal

Finance

City Manager

PLEASE ATTACH ALL DOCUMENTATION NECESSARY TO SUPPORT THE REQUEST

BROWARD COUNTY CONVENTION CENTER

18TH ANNUAL SOUTHEAST FLORIDA CLIMATE LEADERSHIP SUMMIT



November 4–6, 2026

Broward County, FL

CAPITALIZING ON CLIMATE: ACTION THROUGH INNOVATION



THE RESILIENCE OF SOUTHEAST FLORIDA

Sea level rise, rainfall intensification, rising temperatures, and shifting groundwater levels all pose distinct challenges and opportunities for Broward County and the broader Southeast Florida region.

These changes affect our public services, local economy, and quality of life, underscoring the need for proactive investment in planning and infrastructure to mitigate the impacts of flooding and extreme heat.

Broward County is actively working towards solutions, building on more than 17 years of collaboration through the Southeast Florida Regional Climate Change Compact and the recent launch of Broward County's Countywide Resilience Plan. Together, these efforts position us to take coordinated, effective action to build resilience.

We invite you to attend the 18th Annual Southeast Florida Regional Climate Summit at the Broward County Convention Center.

Join us as a valued sponsor and take advantage of exclusive opportunities to showcase your brand, connect with key stakeholders, and demonstrate your commitment to our community's future. Together, we can make a lasting impact at this year's event.

EVENT SPONSORSHIP

Sponsorship levels at \$3,000 and above come with enhanced benefits, including ad placement in the event program, multiple passes to the November 4 launch event, access to the Summit registration list, and other added benefits.

For sponsorship opportunities, contact
Dr. Greg Mount (gmount@broward.org, 954-519-0356)
or Kirk Zieser (kzieser@broward.org, 954-519-1294)

**18TH ANNUAL SOUTHEAST FLORIDA
CLIMATE LEADERSHIP SUMMIT 2026
FORT LAUDERDALE • 4-6 NOVEMBER**

SPONSORSHIP OPPORTUNITIES

SIGNATURE SPONSOR - \$50,000 (SECURED)

Be the name and brand at the forefront of the 2026 Summit. As Signature Sponsor, your organization will receive maximum exposure before, during, and after the event and be positioned as a strategic leader in climate resilience and innovation.

- Logo prominently displayed throughout event and promotions
- Featured logo placement on the step-and-repeat backdrop used at all public events
- Full-page advertisement on the inside front cover of the program book
- Opportunity to introduce the Keynote Speaker(s)
- All SAILBOAT SPONSOR benefits

MODS VIP LAUNCH EVENT SPONSOR - \$25,000

- Exclusive sponsor of invitation-only Summit Launch Event on evening of November 4th, at Museum Of Discovery And Science, hosting speakers, elected officials, sponsors, and senior administrators
- Prominent branding opportunities including display posters, step-and-repeat backdrop, and other event signage
- Opportunity to distribute sponsor-provided promotional gifts to attendees
- Includes all benefits of the SAILBOAT SPONSOR level, plus six registrations to the Summit and VIP Launch Event

HAPPY HOUR RECEPTION SPONSOR - \$25,000

- Exclusive sponsor of November 5th Happy Hour reception at the Convention Center, attended by all Summit participants
- Prominent display of posters and branding throughout the reception
- Includes all SAILBOAT SPONSOR benefits, plus six Summit registrations and passes to the Summit Launch Event

SAILBOAT SPONSOR - \$15,000

- Sponsor-provided printed materials placed at each seat during a breakfast or lunch session
- Full-page ad in program book
- Logo and link featured on the Summit website and in email promotions
- Access to registration list after the Summit
- Inclusion on Summit posters and monitor advertisements
- Dedicated Sponsor Acknowledgement poster
- Exhibit booth with preferred placement
- Reserved seating at front tables
- Four Summit registrations and passes to Summit Launch Event



SEA TURTLE SPONSOR - \$5,000

- Half-page advertisement in the program book
- Logo and link on the Summit website and in email promotions
- Access to registration list after the Summit
- Inclusion on Summit posters and monitor advertisements
- Exhibit booth
- Two Summit registrations
- Two passes to Summit Launch Event



DOLPHIN SPONSOR - \$10,000

- Half-page ad in program book
- Logo and link featured on the Summit website and in email promotions
- Access to registration list after the Summit
- Inclusion on Summit posters and monitor advertisements
- Dedicated Sponsor Acknowledgement poster
- Exhibit booth with preferred placement
- Reserved seating at front tables
- Two Summit registrations and four passes to the Summit Launch Event



TROPICAL FISH SPONSOR - \$3,000

- Name featured on the Summit website and in email promotions
- Logo and link on the Summit website and in email promotions
- Access to registration list after the Summit
- Exhibit booth
- One Summit registration
- Two passes to Summit Launch Event



CONCH SPONSOR - \$1,000 (SECURED)

- Name featured on the Summit website and in email promotions
- Exhibit booth
- One Summit registration
- One pass to Summit Launch Event



SPONSORSHIP FORM

Requesting Agency

Broward County Public Works and Environmental Services Department

Instructions for Responses

Prospective sponsors are requested to provide the following information via fax, email, or postal service.

COMPANY NAME:

COMPANY ADDRESS:

CONTACT NAME:

CONTACT TITLE:

CONTACT SIGNATURE:

PHONE NUMBER:

EMAIL ADDRESS:

Proposed Level of Sponsorship:

Number of Representatives Attending:

Would you like an ad in the Summit Program (Yes/No)

Would you like exhibit booth space reserved? (Yes/No)

For more information or to submit ads and logos, please contact

Dr. Greg Mount (gmount@broward.org, 954-519-0356) or Kirk Zieser (kzieser@broward.org, 954-519-1294).

**Broward County Board of County Commissioners proudly hosts and welcomes all participants
to the 18th Annual Southeast Florida Climate Leadership Summit**

An equal opportunity employer and provider of services.
250 copies of this public document were promulgated at a gross cost of \$264.00 and \$0.95 per copy
to promote the 2026 Climate Leadership Summit



City of Dania Beach Public Services Memorandum

DATE: 9/24/2026

TO: Mayor and Commissioners

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

VIA: Oscar Vasquez, Public Services Director
Carlos Escalante, Public Services Deputy Director

**SUBJECT: APPROVAL OF INTERLOCAL AGREEMENT WITH BROWARD
COUNTY FOR THE CONSERVATION PAYS PROGRAM**

Request:

The Public Services Department (PSD) requests approval of the Interlocal Agreement (ILA) with Broward County for participation in the **Conservation Pays Program**, a regional water conservation and rebate program administered by Broward County's Natural Resources Division.

Background:

The Conservation Pays Program is a regional water conservation initiative funded through the Broward Water Partnership and coordinated by Broward County in collaboration with participating municipalities and water utilities. The Program promotes water conservation through public education, outreach, and incentives designed to encourage residents and businesses to reduce water consumption.

The Program provides incentives and rebates for the replacement of existing, low-efficiency plumbing fixtures with high-efficiency water-saving fixtures. Eligible improvements include high-efficiency toilets, pre-rinse spray valves, faucets, aerators, showerheads, and other water-saving fixture combinations approved by Broward County.

In addition to providing financial incentives, the Program includes a regional media and outreach campaign to educate residents and businesses regarding the importance of water conservation and available resources to reduce water usage.

Participation in the Conservation Pays Program will provide City of Dania Beach residents and businesses with access to these water conservation resources and incentives while supporting regional efforts to achieve permanent and measurable water savings and promote long-term sustainability of Broward County's water resources.

Budgetary Impact

The City will be responsible for the annual Base Cost for media, outreach, and administration, in addition to reimbursement of rebate and incentive costs actually issued within the City's service area, up to the maximum amounts established in Exhibit B of the Interlocal Agreement. The anticipated maximum fiscal impact is as follows:

- Year 1 (FY 2027): \$21,474.67
- Year 2 (FY 2028): \$21,969.15
- Year 3 (FY 2029): \$22,478.46
- Year 4 (FY 2030): \$23,003.06
- Year 5 (FY 2031): \$23,543.39

The total maximum fiscal impact over the five-year term is \$112,468.73. The rebate and incentive portion is based on actual costs incurred within the City's service area and will not exceed the amounts identified in the Agreement. Continuation of the Agreement is subject to annual appropriation and availability of funds.

Recommendation

The Public Services Department recommends that the City Commission approve the ILA with Broward County for participation in the Conservation Pays Program, authorize the appropriate City official to execute the Agreement, and authorize the City Clerk to provide the executed Agreement and Resolution to Broward County.

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT (“ILA”) WITH BROWARD COUNTY FOR THE “CONSERVATION PAYS PROGRAM” AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE ILA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Broward Water Partnership funds the Conservation Pays Program, a regional rebate and incentives program administered by Broward County’s Natural Resources Division (“Program”); and

WHEREAS, the Program is a County-coordinated program with municipal and utility partners and uniform branding that distinguishes this collaborative effort; and

WHEREAS, the objectives of the Program are to encourage residents and businesses in Broward County to adopt an enduring water-conservation ethic that supports long-term water resource sustainability and to achieve permanent and measurable water savings through the replacement of low-efficiency plumbing fixtures with high-efficiency models; and

WHEREAS, the Program implements an aggressive media campaign to promote the overall need for water conservation, provide residents and businesses with information on ways to reduce their water consumption, and promote the availability of Program resources; and

WHEREAS, the Program provides incentives for retrofitting existing fixtures with new, high efficiency plumbing fixtures through offers of free water-saving fixtures and rebates; and

WHEREAS, incentives and rebates will be provided for specific retrofitting to include high efficiency toilets, pre-rinse spray valves, faucets, aerators, and showerheads, and other combinations of water-saving fixtures of equal value approved by the County; and

WHEREAS, the maximum fiscal impact to the City over the five-year term of the Interlocal Agreement is \$112,468.73, consisting of \$21,474.67 for Year 1, \$21,969.15 for Year 2, \$22,478.46 for Year 3, \$23,003.06 for Year 4, and \$23,543.39 for Year 5; and

WHEREAS, the appropriate governmental official is authorized to execute the Interlocal Agreement, which is attached and incorporated by this reference as Exhibit A to this Resolution;

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 appropriate City officials are authorized and directed to execute the Interlocal Agreement and to send a copy of this Resolution and the executed Interlocal to Broward County Clerk.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the Agreement for police services which are deemed necessary and in the best interests of the City.

Section 4. The maximum fiscal impact to the City under the five-year term of the Interlocal Agreement shall not exceed \$112,468.73, consisting of \$21,474.67 in Year 1, \$21,969.15 in Year 2, \$22,478.46 in Year 3, \$23,003.06 in Year 4, and \$23,543.39 in Year 5. The rebate and incentive amounts are based on actual costs incurred within the City’s service area and shall not exceed the amounts established in Exhibit B of the Interlocal Agreement. Any continuation of the Agreement is subject to annual appropriation and availability of funds.

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

Section 6. That this Resolution shall be 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



INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DANIA BEACH FOR COST SHARE SUPPORT OF BROWARD WATER PARTNERSHIP/CONSERVATION PAYS PROGRAM

This Interlocal Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and the City of Dania Beach, a [municipal corporation of the State of Florida] ("Participant") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Broward Water Partnership funds the Conservation Pays Program, a regional rebate and incentives program administered by Broward County's Natural Resources Division ("Program").

B. The Program is a County-coordinated program with municipal and utility partners and uniform branding that distinguishes this collaborative program. The objectives of the Program are to encourage residents and businesses in Broward County to adopt an enduring water conservation ethic that supports long-term water resource sustainability and to achieve permanent and measurable water savings through replacement of low-efficiency plumbing fixtures with high-efficiency models.

C. The Program implements an aggressive media campaign to promote the overall need for water conservation, provide residents and businesses with information on ways to reduce their water consumption, and promote the availability of Program resources.

D. The Program provides incentives for retrofitting existing fixtures with new, high efficiency plumbing fixtures through offers of free water-saving fixtures and rebates. Incentives and rebates will be provided for specific retrofitting to include high efficiency toilets, pre-rinse spray valves, faucets, aerators, and showerheads, and other combinations of water-saving fixtures of equal value approved by County.

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

ARTICLE 1. DEFINITIONS

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

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **City Manager or Town Manager** means the mayor, manager, or administrator, whichever is applicable, that is the chief executive officer of Participant.

1.4. **Code** means the Broward County Code of Ordinances.

1.5. **Contract Administrator** means the Director of Natural Resources Division, the Assistant Director of Natural Resources Division, or such other person designated by the Director of Natural Resources Division in writing.

1.6. **Services** means all work required under this Agreement, including, without limitation, all deliverables, goods, consulting, training, project management, and services specified in the Scope of Services attached as **Exhibit A**.

ARTICLE 2. SCOPE OF SERVICES

2.1. County shall perform all County obligations, including, without limitation, County Responsibilities specified in **Exhibit A** (the “**Scope of Services**”).

2.2. Participant agrees to perform all Participant obligations identified in this Agreement including, without limitation, the Participant Responsibilities specified in the Scope of Services outlined in **Exhibit A**.

2.3. The Scope of Services is a description of Parties’ respective obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by that Party impractical, illogical, or unconscionable.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1. Term. This Agreement begins on the date it is fully executed by the Parties (“Effective Date”) and continues through September 30, 2031 (“Initial Term”), unless otherwise terminated or extended as provided in this Agreement. The Initial Term and Renewal Term, as those terms are defined in this article, are collectively referred to as the “Term.”

3.2. Renewals. County may renew this Agreement for up to one (1) additional five (5) year term (a “Renewal Term”) on the same rates, terms, and conditions stated in this Agreement by sending written notice to Participant at least thirty (30) days prior to the expiration of the then-current term. The County Administrator is authorized to exercise the Renewal Term and notice of same to Participant by electronic mail alone shall be effective and sufficient.

ARTICLE 4. FINANCIAL CONTRIBUTION

4.1. County agrees to provide the aggregate amount of one hundred twenty-five thousand dollars (\$125,000.00) annually, inclusive of County’s obligations under agreements with all Program participants, towards meeting all obligations of the Program as outlined in **Exhibit A**, including those responsibilities under this agreement with Participant and the agreements with all other municipal partners.

4.2. For all Services provided under this Agreement, Participant agrees to pay (i) an annual base cost for media, outreach, and administration (“Base Cost”), subject to an annual adjustment of 3% in years 2 through 5, and (ii) reimbursement of incentives and rebate costs actually issued

within Participant's service areas within the applicable year by County, up to the maximum not-to-exceed amounts as set forth in **Exhibit B**. Participant will not front the cost of individual rebates and incentives. Instead, County will invoice Participant the Base Amount and any additional incentives and rebates actually issued within Participant's service areas within a given year up to the maximum not-to-exceed costs reflected in the chart in **Exhibit B**.

County will make a good-faith effort to conduct as many evaluations and distribute as many rebates as possible within the designated amount identified in the Scope of Services attached as **Exhibit A** of this Agreement.

4.3. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes. In the event the County or Participant does not approve funding for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Agreement to the contrary.

4.4. County may invoice Participant within 45 days after the Effective Date and annually thereafter for the amounts set forth in **Exhibit B**. Participant must pay County the invoiced amount no later than 45 days after the date of the invoice. Payment shall be made to County at:

Broward County Board of County Commissioners
Director, Natural Resources Division
115 South Andrews Avenue, Room 329H
Fort Lauderdale, Florida 33301

ARTICLE 5. INSURANCE

The Parties are entities subject to Section 768.28, Florida Statutes, and upon request, shall furnish the other Party with written verification of liability protection in accordance with state law.

ARTICLE 6. TERMINATION

6.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, Participant's failure to suitably or continuously perform the Services required of Participant in a manner calculated to meet or accomplish the objectives in this Agreement.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County

erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 6.2, effective thirty (30) days after such notice was provided.

6.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Participant. Participant acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to Participant of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator or City Manager upon such notice as the County Administrator or City Manager deems appropriate under the circumstances if the County Administrator or City Manager determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, County shall be paid for the Base Cost and at any additional incentives or rebates actually issued within Participant's service areas through the termination date specified in the written notice of termination, and Participant shall have no further obligation to pay County for additional Services under this Agreement after termination.

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

ARTICLE 7. EQUAL EMPLOYMENT OPPORTUNITY

7.1 Participant shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. Participant shall include the foregoing or similar language in its contracts with all subcontractors providing Services under this Agreement.

ARTICLE 8. MISCELLANEOUS

8.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Participant to manage and supervise the performance of this Agreement. Participant acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

8.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Participant specifically for County in connection with

performing Services, whether finished or unfinished (“Documents and Work”), shall be owned by County, and, subject to public records laws and retention obligations, Participant hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Participant to the Contract Administrator within seven (7) days after expiration or termination.

8.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County or Participant in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Participant is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Participant shall:

8.3.1. Keep and maintain public records required by County to perform the Services;

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

8.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law throughout the Term and after completion or termination of this Agreement if the records are not transferred to County; and

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

If Participant receives a request for public records regarding this Agreement or the Services, Participant must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Participant must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Participant contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Participant asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Participant must, simultaneous with the submission of any Restricted Material, provide

a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Participant must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Participant as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Participant, or the claimed exemption is waived. Any failure by Participant to strictly comply with the requirements of this section shall constitute Participant's waiver of County's obligation to treat the records as Restricted Material. Participant must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF PARTICIPANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PARTICIPANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-519-1270, VBALTA@BROWARD.ORG, 115 S ANDREWS AVE., ROOM 329H, FORT LAUDERDALE, FLORIDA 33301.

8.4. Prohibited Telecommunications. Participant represents and certifies that Participant does not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

8.5. Independent Contractor. The Parties are independent contractors, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Party nor their agents shall act as officers, employees, or agents of the other. Neither party shall not have the right to bind the other to any obligation not expressly undertaken under this Agreement.

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

8.7. Governmental Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party

is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by Applicable Law.

8.8. Third-Party Beneficiaries. Neither Participant nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.9. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Natural Resources Division
Broward Water Partnership/Conservation Pays Program
Attn: Vanessa Balta, Water Conservation Manager
115 South Andrews Avenue, Room 329H, Fort Lauderdale, Florida 33301
Email address: vbalta@broward.org

FOR PARTICIPANT:

Email address: _____

8.10. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by either Party without the prior written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

8.11. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, to the extent provided by law, Participant is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Participant must ensure that any use of generative artificial intelligence tools by Participant or its Subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. Participant must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

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

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

8.14. Compliance with Laws. Participant and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements, and all deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by Applicable Law.

8.15. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to Applicable Law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

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

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

otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

8.18. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

8.19. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

8.20. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Participant.

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

8.22. Payable Interest.

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

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

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

8.24. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

8.25. Use of Parties' Name or Logo. The Parties shall not use each other's name or logo in marketing or publicity materials without prior written consent from the other Party. Consent to use the County's logo may be provided by the Contract Administrator. Consent to use the Participant's logo may be provided by the _____.

8.26. Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

8.27. Section 125.595 Compliance. Participant represents and warrants that the Services provided under this Agreement do not constitute or relate to diversity, equity, or inclusion. Participant is expressly prohibited from using any funds provided by County or under this Agreement to promote diversity, equity, or inclusion initiatives, or for any program or activity that relates to diversity, equity, or inclusion. As used herein, "diversity, equity, or inclusion" has the meaning set forth in Section 125.595(b), Florida Statutes. This section does not prohibit Participant from engaging in any activity permitted by Section 125.595, Florida Statutes, including but not limited to any action required for compliance with state or federal laws or regulations.

8.28. Section 287.139 Compliance. Participant certifies that Participant does not and will not use County or municipal funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595(1) and 166.04971(1), Florida Statutes.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__; and City of Dania Beach, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

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

By _____
Attorney's Name (Date)
Senior/Assistant County Attorney

By _____
Attorney's Name (Date)
Deputy County Attorney

DK/gmb
Conservation Pays ILA
07/01/2025
#____.____

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
CITY OF DANIA BEACH
FOR COST SHARE SUPPORT OF BROWARD WATER PARTNERSHIP/CONSERVATION PAYS
PROGRAM**

PARTICIPANT

CITY OF DANIA BEACH

ATTEST:

By: _____
CITY/TOWN MAYOR

CITY/TOWN CLERK

Print Name

_____ day of _____, 20__

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency
subject to execution by the parties:

City/Town Attorney

Exhibit A
Scope of Services
Broward Water Partnership/Conservation Pays Program

INTRODUCTION

The Conservation Pays Program (“Program”) is a County-coordinated program with municipal and utility partners, and uniform branding that distinguishes this collaborative Program. Year-round messaging promotes water conservation, which is heightened during dry months and periods of water shortage. Promotion and coordination of rebates and incentives is coordinated by the County, with an annual goal of distributing two thousand (2,000) toilet rebates, along with the production of promotional materials, articles, a recognition program, and community outreach.

The proposed Scope of Services builds upon achievements already realized through implementation of the Program during its first three (3) five-year periods. The Scope of Services, below, details the Program elements, obligations, and commitments of the Parties in the delivery of the water conservation and incentives program within Participant's jurisdiction. This scope of work covers five (5) years of Program implementation.

The County will provide these services to achieve water conservation, cost savings, and greater environmental stewardship within residences and businesses throughout the County. This effort consists of both: i) a technical approach designed to replace water fixtures with higher efficiency models and reduce demand throughout residences and business operations, thereby resulting in documented water and cost savings, and supporting energy conservation; and ii) an education and outreach approach aimed at championing the overall need to conserve water. The County will coordinate the overall effort and the Participant will aid in Program implementation as outlined below.

1. SCOPE OF SERVICES

The Scope of Services in support of the Partnership Agreement is undertaken through the following series of tasks.

COUNTY RESPONSIBILITIES:

A. ADMINISTRATION OF THE PROGRAM

- a. Provide overall administration of the Agreement. Except as otherwise provided, administration of the Program will be left to the sole discretion of the County.

- b. Coordinate at least one (1) meeting annually with Participant to present the Program's annual achievements, review administrative or logistical program issues, and consider new program promotions and opportunities for improvement.
- c. Provide reports to Participant as requested on rebate expenditures, device deliveries, and water savings, including an Annual Report outlining the performance of the program and the meeting of goals and objectives. It will include a comparison of planned vs. implemented measures, communications tools, marketing efforts (including media buys), an analysis of marketing efforts relative to rebate activities, a report on leveraged funds, a summary of Program awards, identification of Program needs and opportunities, and recommendations going forward. The report will also address any unanticipated delays and issues that necessitate modification of the Program. County shall provide the Annual Report within one (1) month following the completion of the County's fiscal year.
- d. Optionally seek additional funds and support from local, state, and national sources including, but not limited to, SFWMD's Local Cooperative Funding Program, Water Sense Partnership (EPA), and local groups. In addition, County may solicit support from sponsors through County's Advantage Marketing program. Funds obtained from additional sources may be used to provide additional rebates or to offset other costs at County's discretion.

B. CONSERVATION PAYS PROGRAM

- a. County will develop and promote media campaigns designed to: i) impart water conservation messages to residents (brochures, website, etc.); ii) identify opportunities to distribute water-saving information and Program promotional materials to communities, businesses, schools, and other venues of interest; iii) and develop and deliver to residents and businesses through various media educational materials on the need to conserve water and ways to save water. Residents, employees, businesses, homeowner associations, and other organizations that include utility customers are the target audiences. Categories of media to be considered for promoting the Program include pieces for written publications (newspapers, trade publications, newsletters, brochures), broadcast media (television, radio, automated phone lines), social media, and mobile device-compatible websites.

- b. County may allow the term to expire for the County's existing marketing and outreach vendor contract and may assume primary responsibility for Program branding, Program website, database management, media buys, and promotional campaigns. For cost-effectiveness, campaigns will be designed to integrate as much as possible with existing regional outreach initiatives and media sources. County may procure consulting services to assist in overall Program development and implementation on an as-needed basis.
- c. County will promote the water conservation and incentives initiative through interaction with consumer groups, the plumbing industry, and fixture vendors. County will identify to Participant opportunities to highlight results and publicize successes. County will work with Participant to complete the following tasks, including, but not limited to: develop and maintain Program branding and a Program website, prepare newsprint advertisements, arrange media buys, develop promotional articles, produce PSAs for viewing on public access channels and the County's video-on-demand service, design print materials, and develop promotional concepts.
- d. County will work with Participant to facilitate coordination of resources and communications among the network of partners. County will create a database that identifies partners, Program services, and educational resources and provide Program materials (brochures, fliers, posters) in electronic form for reproduction by Participant. County will generate and post a detailed list of preferred educational resources on the Program's main website. Participant will share the Program materials and preferred educational resources within its service area and with its residents and businesses.
- e. County will coordinate with device vendors to: i) promote the Program and eligible devices; ii) manage and process rebates; iii) coordinate the purchase of conservation devices for exchange and giveaway; iv) coordinate with Participant to identify appropriate points of distribution; v) promote both residential and commercial opportunities; vi) provide for full accounting/tracking; and vii) provide additional outreach/promotion where demand may be less than availability.
- f. County will work with residents to guide them through the incentives process; work with regional vendors to ensure the availability of the desired retrofit fixtures and establish agreements for bulk purchasing; establish working relationships with the plumbing industry and fixture vendors; receive and evaluate resident applications for eligibility for replacement and rebates; manage the acquisition and distribution of fixtures to be provided to residents free of charge;

manage the collection and disposal of replaced fixtures; manage the preparation and issuance of rebate checks; collect and analyze resident survey data; and evaluate the success of the incentives initiative.

PARTICIPANT RESPONSIBILITIES

- a. Provide a point of contact to coordinate with on matters pertaining to this Agreement and inform County in writing within thirty (30) days after a change to the point of contact.
- b. Participate in coordination meetings and provide comments within thirty (30) days after request on programmatic matters. Following such thirty (30) day period, County may assume Participant has no comments if none have been provided.
- c. Coordinate with County to promote the Program, including identifying points of distribution and promotional outlets available to Participant to promote the Program and services within Participant's jurisdiction and actively coordinate with County on Program promotions utilizing municipal media outlets and communications.
- d. Inform County in writing no later than the start of the fourth (4th) quarter of each Program year of any increases or decreases to the total dollar amount to be paid out for rebates or incentives as set forth in Exhibit B for the upcoming program year. For clarity, Participant may not modify the Base Cost absent a formal amendment to this Agreement.

EXHIBIT B
PAYMENT SCHEDULE

For all Services provided under this Agreement, Participant agrees to pay up to the maximum not to exceed amount as set forth in the chart below, including (i) an annual Base Cost for media, outreach, and administration, which amount shall increase annually by 3% (which annual increase is included in years 2 through 5 below), and (ii) reimbursement of incentives and rebate costs actually incurred by County. Participant will not front the cost of individual rebates and incentives, but will be invoiced up to the maximum not-to-exceed costs exhibited in the chart below, by the County for the actual rebates and incentives issued within their service areas within a given year.

Year	Base Cost (Media, Outreach & Administration)	Rebate/Incentives Amount	Maximum Not to Exceed Amount	Invoice Submitted by:
1	\$16,482.67	\$4,992.00	\$21,474.67	August 20, 2027
2	\$16,977.15	\$4,992.00	\$21,969.15	August 20, 2028
3	\$17,486.46	\$4,992.00	\$22,478.46	August 20, 2029
4	\$18,011.06	\$4,992.00	\$23,003.06	August 20, 2030
5	\$18,551.39	\$4,992.00	\$23,543.39	August 20, 2031



City of Dania Beach Public Services Memorandum

DATE: 9/24/2026

TO: Mayor and Commissioners

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

VIA: Oscar Vasquez, Public Services Director
Carlos Escalante, Public Services Deputy Director

SUBJECT: FIRST READING OF ORDINANCE AUTHORIZING AN EXPENDITURE EXCEEDING ONE MILLION DOLLARS TO FUND THE FIRE STATION NO. 1 WIND RETROFIT PROJECT, ITB NO. 26-009

Request:

The Public Services Department is requesting City Commission approval on First Reading of an ordinance authorizing the expenditure of City funds exceeding one million dollars for the Fire Station No. 1 Wind Retrofit Project, ITB No. 26-009.

Background:

The City of Dania Beach solicited competitive bids for wind-mitigation upgrades at Fire-Rescue Station No. 1, located at 116 West Dania Beach Boulevard. The project includes structural retrofits and modifications intended to improve hurricane resistance and is funded through the Hazard Mitigation Grant Program (HMGP), as approved by the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA).

The construction scope includes roofing and roof-drain work, impact personnel doors, overhead/roller doors, louvers, roof-access ladders, mechanical equipment tie-downs, generator-related civil and electrical improvements, installation of the City-purchased generator and automatic transfer switches, temporary emergency power, electrical service modifications, and removal of the existing generator.

ITB No. 26-009 was released on May 26, 2026, and bids were received on July 24, 2026. Five contractors submitted bids.

Bidder	Bid Total
Di Pompeo Construction Corporation	\$982,342.99
S3S Construction, Inc.	\$1,084,330.50
West Construction, Inc.	\$1,087,311.67

Vercetti Enterprises, LLC	\$1,133,722.77
Tadeos Engineering LLC	\$1,136,520.09

Di Pompeo Construction Corporation submitted the lowest bid. However, following the bid evaluation process, the City was unable to reach a mutually acceptable legal agreement with Di Pompeo and therefore did not proceed with an award to that bidder. The City is proceeding with consideration of S3S Construction, Inc., the second-lowest bidder, at its submitted bid amount of \$1,084,330.50.

Because the S3S bid amount exceeds the City's \$1,000,000 expenditure threshold, the expenditure must be authorized by ordinance following two advertised public hearings.

Budgetary Impact

Funding for this project will be appropriated from Grant fund 103-22-65-522-63-10. This project is fully funded through the FDEM grant.

Recommendation

The Public Services Department recommends that the City Commission approve the First Reading of the ordinance authorizing the expenditure of City funds exceeding one million dollars to fund the Fire Station No. 1 Wind Retrofit Project, ITB No. 26-009.

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), AND REQUIRES A 4/5 VOTE OF THE CITY COMMISSION, TO FUND THE FIRE STATION NO. 1 WIND RETROFIT PROJECT, ITB NO. 26-009; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2, “Certain Expenditures” of Article 3, “Powers of the City”, of the City Code of Ordinances, the City Commission must, by ordinance, approve any expenditures of City funds that exceed One Million Dollars (\$1,000,000.00) after two (2) advertised public hearings of the ordinance; and

WHEREAS, the City advertised Invitation to Bid No. 26-009 for the Fire Station No. 1 Wind Retrofit Project, a Hazard Mitigation Grant Program project for wind-mitigation and emergency-power improvements at Fire-Rescue Station No. 1 ; and

WHEREAS, five bids were received in response to ITB No. 26-009, with Di Pompeo Construction Corporation submitting the lowest bid in the amount of \$982,342.99 and S3S Construction, Inc. submitting the second-lowest bid in the amount of \$1,084,330.50; and

WHEREAS, following the bid evaluation process, the City was unable to reach a mutually acceptable legal agreement with Di Pompeo Construction Corporation and therefore did not proceed with an award to that bidder; and

WHEREAS, the City is proceeding with consideration of S3S Construction, Inc., the second-lowest bidder, at its submitted bid amount of \$1,084,330.50; and

WHEREAS, the proposed expenditure of \$1,084,330.50 exceeds the One Million Dollar (\$1,000,000.00) expenditure threshold and therefore requires approval by ordinance; and

WHEREAS, funding for this project will be appropriated from Grant Account No. 103-18-65-519-63-10. This project is fully funded through the FDEM grant.

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 the proper City officials are authorized to expend more One Million Dollars (\$1,000,000.00) in funding the Project.

Section 3. That funding for this Project shall be appropriated from Grant Account No. 103-22-65-522-63-10. This project is fully funded through the FDEM grant.

Section 4. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 5. That 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 6. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2025.

PASSED AND ADOPTED on second reading on _____ 2025.

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 _____

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 Business Impact Estimate

Meeting Date September 24, 2026 **Location** City Commission Chamber
Time 7:00 pm **Address** 100 W Dania Beach Blvd, Dania Beach, FL

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes can be checked below, a Business Impact Estimate is not required by state law for the Proposed Ordinance.

Proposed Ordinance Title

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), TO FUND THE FIRE STATION NO.1 WIND RETROFIT PROJECT, ITB NO. 26-009; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ✓ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the city;
- ☐ The proposed ordinance is an emergency ordinance;
- ✓ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If no boxes are checked, please continue.

City of Dania Beach





City of Dania Beach Business Impact Estimate

Business Impact Estimate

Meeting Date September 24, 2026 **Location** City Commission Chamber
Time 7:00 pm **Address** 100 W Dania Beach Blvd, Dania Beach, FL

Proposed Ordinance Title

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), TO FUND THE FIRE STATION NO.1 WIND RETROFIT PROJECT, ITB NO. 26-009; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Summary of Proposed Ordinance (including public purpose to be served)

N/A

Estimate of Direct Economic Impact on Private For-Profit Businesses

(a) An estimate of direct compliance costs that businesses may reasonably incur;
\$0

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

None

(c) An estimate of the city's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.



City of Dania Beach Business Impact Estimate

None

Good Faith Estimate of Number of Businesses to be Impacted 0

Additional / Other Information

None

Oscar Vasquez

Department Director/Designee Name

Signature



City of Dania Beach Community Development Memorandum

DATE: 9/24/2026

TO: Mayor and Commissioners

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

VIA: Eleanor Norena, CFM, Deputy City Manager
Corinne Lajoie, MURP, AICP, Director
Shanesa Miranda, Deputy Director
Claudia Viviana Batista, Planning and Zoning Manager
Jessica Mackey, E. I., Planner

SUBJECT: TX-028-26: The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances (Second Reading).

Request:

To amend Section 30-4, entitled "Duty and Powers" to authorize the Public Services Director to delegate responsibility for tree planting and maintenance and amend Article III. Street Division at Section 30-9, entitled "Established" to clarify that the Street Division is responsible for supervising and maintaining all public trees.

Background:

The City is planning to apply for Tree City USA recognition once again this year. The City of Dania Beach received its first recognition in 1990 when the program started and held the status for several years after. If approved, the designation would restore the City's previous Tree City USA status and mark its 14 years of recognition.

The Tree City USA recognition program includes four standards related to public tree care, including a tree care ordinance, annual expenditures for community tree care activities, and an Arbor Day observance. The tree care ordinance standard requires a tree department or position with legal authority and responsibility for public tree care decisions, among other requirements. The purpose of Tree City's USA's requirement for a tree department is to designate authority and responsibility over public tree care decisions and help community officials and leaders determine who is responsible for public tree work.

The Public Services Department is responsible for tree maintenance within the City. After reviewing the Arbor Day Foundation Ordinance Assistance Tool and the code, staff determined that two text amendments are necessary to address "Authority and Credentials" ordinance requirements to demonstrate the City has met this standard. The following text amendments are proposed and included in the text amend:

1. Duty and Powers.

Establishes that the Public Services Department is responsible for overseeing City trees and that the Director may designate staff to oversee tree planning, maintenance and removal.

2. Established

Reinforces the Duty and Powers text amendment by establishing that the Street Division within the Public Services department is responsible for the supervision of and maintenance of public trees.

Based on the Arbor Day Foundation Ordinance Assistance Tool, the City's existing code satisfies all other requirements relating to public tree care, tree preservation, tree protection during construction, mitigation, tree planting standards, tree management and enforcement.

This application requires two (2) public hearings by the City Commission.

Staff Analysis

The Tree City USA program, administered by the Arbor Day Foundation, provides communities with a framework for planting, managing, and caring for public trees. Achieving this designation will allow the City to demonstrate its ongoing commitment to environmental stewardship and to enhancing the wellbeing of residents and neighborhoods. Trees contribute to public health, strengthen community identity, and deliver both economic and environmental benefits.

Furthermore, the designation would reinforce the following Comprehensive Plan objectives and policies:

- **Housing and Neighborhood Element**
 - Policy 2.3.1.7: Recognize that every neighborhood has assets, such as trees, large yards, schools, people, independent, businesses, etc., that contribute to neighborhood, identity and the well-being of the people who live, there. Identify those assets, look for opportunities to, enhance them, and leverage them for neighborhood, improvement.
- **Conservation Element**
 - Objective 6.1.1: Maintain or improve current air quality within the City.
 - Policy 6.1.4.1: Protect and enhance unique vegetative communities through site design.
 - Objective 6.1.1: Protect and enhancement unique vegetative communities through site design
 - Policy 6.1.4.12: Encourage the use of native rather than exotic plants in landscaping.
 - Policy 6.1.4.14: The City shall promote species diversity, the planting of native landscapes, and sustainable urban forest landscape practices to protect the health and resiliency of our natural resources from the impacts of climate change

To qualify, communities must maintain a designated tree department, adopt a tree care

ordinance, invest at least \$2.00 per capita annually in tree maintenance, and hold an Arbor Day observance. While the City already meets these requirements, its ordinance must clearly identify the specific person, department, board, or committee responsible for managing public trees. The proposed text amendments would:

- Add tree inspection responsibilities to the duties and powers of the Public Services Director.
- Authorize the Public Services Director to designate staff to oversee tree planting, maintenance, and removal.
- Clarify that the Street Division within the Public Services Department supervises public trees, including their maintenance.

Although these responsibilities are already carried out in practice, formally codifying them is necessary to meet Tree City USA's standard requiring an established authority over public trees. Adoption of the proposed text amendments will align the City's ordinance with Tree City USA requirements and make the City eligible for the Tree City USA recognition.

Budgetary Impact

Public Services is already responsible for tree maintenance in the City and no budgetary impacts will result from the proposed changes.

Recommendation

The Community Development Department is recommending the City Commission to approve the ordinance on second and final reading.

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 30, ENTITLED “DEPARTMENT OF PUBLIC SERVICES”, ARTICLE I, ENTITLED “PUBLIC SERVICES”, AT SECTION 30-4, ENTITLED “DUTIES AND POWERS”, TO AUTHORIZE THE DIRECTOR TO DELEGATE TREE PLANTING AND MAINTENANCE; AND AMENDING ARTICLE III, “STREET DIVISION”, AT SECTION 30-9, ENTITLED “ESTABLISHED”, IN ORDER TO CLARIFY THAT THE STREET DIVISION IS TO SUPERVISE AND MAINTAIN ALL PUBLIC TREES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, periodically the City of Dania Beach Community Development Department undertakes clean-up of the City’s Code; and

WHEREAS, the Department believes it is in the best interest of the City to continue to provide clarity and to correct scrivener’s errors and other minor modifications to the Code; and

WHEREAS, the ordinance ensures that the City continues to improve the Code and to clarify the duties and powers of the Public Services Director and

WHEREAS, the Administration supports adoption of the ordinance;

WHEREAS, the City Commission finds that the approval of the proposed amendment to the Code will protect the public health, safety, and welfare of the residents of the City, and further the purpose, goals, objectives and policies of the Comprehensive Plan; and

WHEREAS, the City Commission finds and determines that updating the City's Code of Ordinances is in the best interest of the residents of Dania Beach.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That Chapter 30 entitled “Department of Public Services”, is modified to read as follows:

* * *

Chapter 30
DEPARTMENT OF PUBLIC SERVICES

ARTICLE I. PUBLIC SERVICES

* * *

Sec. 30-4. Duties and powers.

The director of public services shall serve under the direction of the city manager and assist in carrying out the policies and programs of the city commission. He or she shall coordinate the work and activities of the various divisions. He or she shall keep an inventory of all of the machinery, automotive equipment, and personal property of all departments of the City of Dania Beach, arranged according to department and division, and shall make recommendations for repair and replacement to the city manager from time to time. He or she shall make periodical inspections of streets, city trees, docks, wharves, public buildings, public works, public machinery and all public property, and make reports to the city manager. The Director He or she shall perform such other duties as may be delegated to him or her. Further, the Director may designate or delegate to staff to oversee tree planting, maintenance, and removal.

* * *

ARTICLE III. STREET DIVISION

* * *

Sec. 30-9. Established.

The street division is established, with supervision over city streets, and public ways of the city and public trees, including their maintenance. Such employees as may be necessary may be employed from time to time.

* * *

Section 2. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 4. 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 5. That this ordinance be codified in the City’s code of ordinances, Land Development Code by Municode.

Section 6. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on September 14, 2026.

PASSED AND ADOPTED on second reading on _____ 2026.

First Reading:

Motion by: Commissioner Rimoli.

Second by: Commissioner Lewellen.

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: TEXT AMEND

Date Rec'd: _____

Petition No.: TX-028-26

(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.

100 WEST DANIA BEACH BLVD

Location Address: _____

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative (circle one) _____

100 W DANIA BEACH BLVD

Address of Applicant: _____

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

CITY OF DANIA BEACH

Name of Property Owner: _____

Address of Property Owner: 100 W Dania Beach Blvd.

Principal Member(s)/Responsible Party: _____

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Text Amend to Sec. 30-4 & 30-9 to authorize the PS Director to delegate responsibility for tree planting and maintenance

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: Corinne Lajoie
(Owner / Agent signature*)

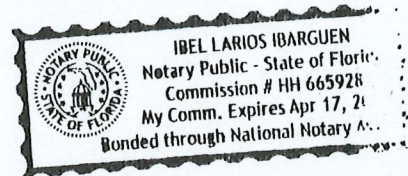
BEFORE ME THIS 3rd DAY OF September, 2026

By:

Corinne Lajoie
(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.	134026
Today's Date	9/4/2026
P.O. Number	
Sales Rep	Williams, Rose

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-028-26
Start Date	9/10/2026
End Date	9/10/2026
Currency	

Cost Summary

Total	\$250.00
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Campaign Line Items

Line No.	Product	Description	Issue / Run Date	Quantity	Size
485136	Public Notices	Legal Online	9/10/2026 9/10/2026 9/10/2026	1	
485137	Affidavit	Affidavit	9/10/2026 9/10/2026 9/10/2026	1	
485135	Sun Sentinel Classified	Other Legal	9/10/2026	1	1x9.594

**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: Thursday, September 24, 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-028-26: The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances (Second Reading).

The following is the proposed Ordinance of the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 30 ENTITLED "DEPARTMENT OF PUBLIC SERVICES", ARTICLE I, ENTITLED "PUBLIC SERVICES" AT SECTION 30-4 ENTITLED "DUTY AND POWERS" TO AUTHORIZE THE DIRECTOR TO DELEGATE TREE PLANTING AND MAINTENANCE; AND AMENDING ARTICLE III. STREET DIVISION, AT SECTION 30-9, ENTITLED "ESTABLISHED" IN ORDER TO CLARIFY THE STREET DIVISION IS TO SUPERVISE AND MAINTAIN ALL PUBLIC TREES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available when the agenda is posted online. For more information, please call the Planning Division at (954) 924-6805 Ext. 3654.

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 Amendment

Application Site: City Wide

Request To Amend Section 30-4, et al.

request: to amend Section 30-4, entitled "Duty and Powers" to authorize the Public Services Director to delegate responsibility for tree planting and maintenance and amend Article III. Street Division at Section 30-9, entitled "Established" to clarify that the Street Division is responsible for supervising and maintaining all public trees.

Hearing Date & Time: September 24, 2026 at 7:00 PM

Hearing Location: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd

Contact Information: Jessica Mackey, Planner, 954-924-6805 Ext. 3639

9/10/26 134026

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.