Meeting Date: 10/27/15 Agenda Item 1

REQUESTED COMMISSION ACTION:

x Consent ____ Ordinance ____ Resolution ____ Consideration/Discussion ____ Presentation

SHORT TITLE Approve ranking order for RLI E-56-15 Construction Engineering and Inspection Services for the Educational Corridor, and authorize staff to negotiate a contract with the highest-ranked firm, Calvin, Giordano & Associates, Inc. (No cost at this time.)

## Summary of Purpose and Why:

RLI E-56-15 was issued to select a single firm to provide Construction Engineering and Inspection (CEI) services to the City. City Commission approval of the ranking order presented by the Selection/Evaluation Committee is requested, and authorization is requested for appropriate City staff to negotiate a contract with the highest-ranked firm, Calvin, Giordano & Associates, Inc. Further authorization is requested to continue negotiations with the succeeding ranked firm should an impasse occur in the negotiations with the recommended firm.

(1) Origin of request for this action: Staff
(2) Primary staff contact: Horacio Danovich, CIP Engineer 954 786-7834
(3) Expiration of contract, if applicable: n/a
(4) Fiscal impact and source of funding: No cost at this time
302-7454-530.65-12/12176 Capital Projects/MLK Blvd Recon 2011

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| CIP | 10/16/15 | Approve | |
| General Services | 10/14/15 | Approve | |
| Budget | 10/19/2015 | Approve | Designated for Ernesto Reyes |
| Finance | 10/16/15 | Approval | |

X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | Resolution | Consideration | Workshop |
|---|---|---|---|
| 1st Reading ____ | 1st Reading ____ | Results: | Results: |
| 2nd Reading ____ | | | |

# MEMORANDUM

Purchasing #16-004
October 13, 2015

To: Dennis W. Beach, City Manager

Through: Otis J. Thomas, General Services Director

From: Jeffrey English, Purchasing Agent

Subject: Award RLI E-56-15 Construction Engineering and Inspection Services for the Educational Corridor

Contract Need/Background

RLI E-56-15 was issued to select a single firm to provide Construction Engineering and Inspection (CEI) services to the City for the Educational Corridor, which runs on MLK Jr. Blvd/Hammondville Rd. from FL Turnpike to SR-845/Powerline Road.

Mailing List

The mailing list for this project was created by using companies suggested by the requesting department, companies that have responded to prior solicitations, companies that have requested their names be placed on the mailing list, and companies from appropriate listings in other sources.

Number of responsive proposals.....6

Advertising

The RLI was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. The RLI package was also posted on the City's web page for download by interested firms.

Selection/Evaluation Committee

Six responses were received to the solicitation. The Selection/Evaluation Committee met on October 13th (in a public meeting) to evaluate and rank the responses. Copies of the minutes and voting matrix from the meeting are attached.

Market Research

The General Services Department performed an outreach to local Engineering Firms to inform them about this project. A total of seven (7) local companies were notified.

Recommendation

The recommendation from the Selection/Evaluation Committee to the City Commission is to approve the ranking order, and authorize the City staff to negotiate a contract with the highest-ranked firm, Calvin, Giordano & Associates, Inc. Additional authorization is requested to continue negotiations with the succeeding ranked firm to complete a contract in case of an impasse in negotiations with the recommended firm.

attachments
cc: file

**MINUTES**
**SELECTION / EVALUATION COMMITTEE**

**RLI #E-56-15**
**Construction Engineering and Inspection Services for the Educational Corridor**
**Public Works Large Conference Room**
**1201 N.E. 5th Ave., Pompano Beach, FL.**
**10:03 a.m. 10/13/15**

The committee consisted of the following voting members:
Horacio Danovich, CIP Engineer
John Sfiropoulos, City Engineer
Nugyen Tran, NW CRA Director
Non-voting member:
Jeffrey English, Purchasing Agent

The meeting was held to evaluate the proposals received in response to the City's solicitation to establish a contract to provide Construction Engineering and Inspection (CEI) services. This meeting was posted as a "Public Meeting" at City Hall, the Purchasing Division office, and on the City's website. Six firms submitted responsive proposals to the City's Request for Letters of Interest (RLI).

Horacio Danovich led the technical discussion. The Purchasing Representative reviewed evaluation procedures and distributed Conflict of Interest Statements for completion by all voting members.

Each Committee member had reviewed all of the responses in advance of the meeting. The Committee discussed each of the proposals in alphabetical order, and scored the responses using voting forms containing the evaluation criteria published in the RLI, with the following results:

1) Calvin, Giordano & Associates, Inc..... 275
2) R J Behar & Company, Inc..... 269
3) CSA Central, Inc.... ..... 249
4) Cima Engineering Corp..... 193
5) Abaco Engineering, Inc..... 181
6) Pistorino & Alam Consulting Engineers, Inc. 176

A copy of the voting matrix is attached. The Committee decided oral presentations would not be required as the scoring results showed sufficient distinction between the responding firms. An agenda item will be prepared to present the ranking to the City Commission for their approval to negotiate a contract with Calvin, Giordano & Associates, Inc.

The meeting adjourned at approximately 11:02 a.m.

Analysis Comparison, Ranking 10/13/15, E-56-15

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE EDUCATIONAL CORRIDOR

| | Total Potential Points | Abaco Engineering Inc. | Calvin Giordano & Associates Inc. | Cima Engineering Corp. | CSA Central Inc. | Pistorino & Alam Consulting Engineers Inc. | RJ Behar & Company Inc. |
|---|---|---|---|---|---|---|---|
| **Committee Member** | Potential Points | | | | | | |
| **Horacio Danovich** | | | | | | | |
| Prior Experience | 0-50 | 20 | 50 | 30 | 35 | 22 | 38 |
| Qualifications | 0-15 | 8 | 15 | 10 | 15 | 12 | 15 |
| Technical Approach | 0-30 | 15 | 30 | 21 | 30 | 18 | 30 |
| Certified Minority | 0-5 | 2 | 0 | 2 | 1 | 1 | 2 |
| | Total = | 45 | 95 | 63 | 81 | 53 | 85 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Committee Member** | Potential Points | | | | | | |
| **John Sfiropoulos** | | | | | | | |
| Prior Experience | 0-50 | 40 | 45 | 38 | 43 | 35 | 48 |
| Qualifications | 0-15 | 12 | 14 | 12 | 12 | 12 | 13 |
| Technical Approach | 0-30 | 20 | 27 | 18 | 23 | 16 | 28 |
| Certified Minority | 0-5 | 2 | 0 | 2 | 1 | 1 | 2 |
| | Total = | 74 | 86 | 70 | 79 | 64 | 91 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Committee Member** | Potential Points | | | | | | |
| **Nguyen Tran** | | | | | | | |
| Prior Experience | 0-50 | 30 | 50 | 30 | 45 | 30 | 48 |
| Qualifications | 0-15 | 10 | 14 | 10 | 13 | 10 | 13 |
| Technical Approach | 0-30 | 20 | 30 | 18 | 30 | 18 | 30 |
| Certified Minority | 0-5 | 2 | 0 | 2 | 1 | 1 | 2 |
| | Total = | 62 | 94 | 60 | 89 | 59 | 93 |

Analysis Comparison, Ranking 10/13/15, E-56-15

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE EDUCATIONAL CORRIDOR

| | Total Potential Points | Abaco Engineering Inc. | Calvin Giordano & Associates Inc. | Cima Engineering Corp. | CSA Central Inc. | Pistorino & Alam Consulting Engineers Inc. | RJ Behar & Company Inc. |
|---|---|---|---|---|---|---|---|
| **Committee Members (Average)** | | | | | | | |
| Prior Experience | 0-50 | 30 | 48 | 33 | 41 | 29 | 45 |
| Qualifications | 0-15 | 10 | 14 | 11 | 13 | 11 | 14 |
| Technical Approach | 0-30 | 18 | 29 | 19 | 28 | 17 | 29 |
| Certified Minority | 0-5 | 2 | 0 | 2 | 1 | 1 | 2 |
| | **Average Score =** | 60 | 92 | 64 | 83 | 59 | 90 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Committee Members (Total)** | | | | | | | |
| Prior Experience | 0-150 | 90 | 145 | 98 | 123 | 87 | 134 |
| Qualifications | 0-45 | 30 | 43 | 32 | 40 | 34 | 41 |
| Technical Approach | 0-90 | 55 | 87 | 57 | 83 | 52 | 88 |
| Certified Minority | 0-15 | 6 | 0 | 6 | 3 | 3 | 6 |
| | **Grand Total=** | 181 | 275 | 193 | 249 | 176 | 269 |

EVALUATION CRITERIA
RLI E-56-15 – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE EDUCATIONAL CORRIDOR

VENDOR NAME: ABACO ENGINEERING, INC.

| Item | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity: | 0-50 | 20 |
| | a. Number of similar FDOT LAP-certified projects | | |
| | b. Complexity of similar projects | | |
| | c. References from past projects performed by the firm | | |
| | d. Previous projects performed for the City | | |
| | e. Litigation within the past 5 years arising out of firm's performance | | |
| 2 | Qualifications of personnel including sub consultants: | 0-15 | 8 |
| | a. Organizational chart for project | | |
| | b. Number of technical staff | | |
| | c. Qualifications of technical staff: | | |
| | (1) Number of licensed staff | | |
| | (2) Education of staff | | |
| | (3) Experience of staff on similar projects | | |
| 3 | Technical approach to perform the tasks described in the Scope of Services: | 0-30 | 15 |
| | a. Level of effort | | |
| | b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control<br>c. Adequacy of amount of quality resources assigned to the project. Overall approach to project. Financial resources. | | |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants) | 0-5 | 2 |
| | **Total** | **0-100** | 45 |

List the reasons for this evaluation (justify the rating/scoring):
No job descriptions from other similar FDOT projects to compare to good team, but insufficient credentials to evaluate. Technical approach lacked sufficient details.

Signature of Evaluator | 10/13/15 Date | HORACIO DONOVICH Printed Name

EVALUATION CRITERIA
RLI E-56-15 – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE EDUCATIONAL CORRIDOR

VENDOR NAME: CALVIN GIORDANO

| Item | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity: | 0-50 | 50 |
| | a. Number of similar FDOT LAP-certified projects | | |
| | b. Complexity of similar projects | | |
| | c. References from past projects performed by the firm | | |
| | d. Previous projects performed for the City | | |
| | e. Litigation within the past 5 years arising out of firm's performance | | |
| 2 | Qualifications of personnel including sub consultants: | 0-15 | 15 |
| | a. Organizational chart for project | | |
| | b. Number of technical staff | | |
| | c. Qualifications of technical staff: | | |
| | (1) Number of licensed staff | | |
| | (2) Education of staff | | |
| | (3) Experience of staff on similar projects | | |
| 3 | Technical approach to perform the tasks described in the Scope of Services: | 0-30 | 30 |
| | a. Level of effort | | |
| | b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control | | |
| | c. Adequacy of amount of quality resources assigned to the project. Overall approach to project. Financial resources. | | |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants) | 0-5 | 0 |
| | **Total** | **0-100** | 95 |

List the reasons for this evaluation (justify the rating/scoring):
Superb staff and experience in projects of similar complexity. Past performance with City projects has been well above average. Team assembled for this task has superior credentials. The technical approach touches on every possible detail, leaving nothing to the imagination. All in house services.

10/13/15 — Horacio Janovich

Signature of Evaluator — Date — Printed Name

EVALUATION CRITERIA
RLI E-56-15 – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE EDUCATIONAL CORRIDOR

VENDOR NAME: C/MA ENGINEERING CORP.

| Item | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity: | 0-50 | 30 |
| | a. Number of similar FDOT LAP-certified projects | | |
| | b. Complexity of similar projects | | |
| | c. References from past projects performed by the firm | | |
| | d. Previous projects performed for the City | | |
| | e. Litigation within the past 5 years arising out of firm's performance | | |
| 2 | Qualifications of personnel including sub consultants: | 0-15 | 10 |
| | a. Organizational chart for project | | |
| | b. Number of technical staff | | |
| | c. Qualifications of technical staff: | | |
| | (1) Number of licensed staff | | |
| | (2) Education of staff | | |
| | (3) Experience of staff on similar projects | | |
| 3 | Technical approach to perform the tasks described in the Scope of Services: | 0-30 | 21 |
| | a. Level of effort | | |
| | b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control | | |
| | c. Adequacy of amount of quality resources assigned to the project. Overall approach to project. Financial resources. | | |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants) | 0-5 | 2 |
| | **Total** | **0-100** | 63 |

List the reasons for this evaluation (justify the rating/scoring):
NOT ENOUGH VOLUME OF WORK WITH FDOT-RELATED PROJECTS. STAFF IS ADEQUATE - LACKED ENOUGH DETAILS IN TECHNICAL APPROACH TO DEMONSTRATE FIRM HAS SUPERIOR CAPACITY COMPARED TO OTHERS.

Signature of Evaluator | 10/13/15 Date | HERSCO DANOVICH Printed Name

EVALUATION CRITERIA
RLI E-56-15 – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE EDUCATIONAL CORRIDOR

VENDOR NAME: CSA CENTRAL INC.

| Item | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity: | 0-50 | 35 |
| | a. Number of similar FDOT LAP-certified projects | | |
| | b. Complexity of similar projects | | |
| | c. References from past projects performed by the firm | | |
| | d. Previous projects performed for the City | | |
| | e. Litigation within the past 5 years arising out of firm's performance | | |
| 2 | Qualifications of personnel including sub consultants: | 0-15 | 15 |
| | a. Organizational chart for project | | |
| | b. Number of technical staff | | |
| | c. Qualifications of technical staff: | | |
| | (1) Number of licensed staff | | |
| | (2) Education of staff | | |
| | (3) Experience of staff on similar projects | | |
| 3 | Technical approach to perform the tasks described in the Scope of Services: | 0-30 | 22 |
| | a. Level of effort | | |
| | b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control<br>c. Adequacy of amount of quality resources assigned to the project. Overall approach to project. Financial resources. | | |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants) | 0-5 | 1 |
| | **Total** | **0-100** | 81 |

List the reasons for this evaluation (justify the rating/scoring):
Firm seems to have sufficient experience to handle this assignment. However, projects were listed under staff and provided insufficient details to understand LAP experience. Little or no experience in the City. Firm has credentials necessary. Technical approach is subpar.

10/13/15 — Signature of Evaluator — Date — Horacio Dranovich — Printed Name

EVALUATION CRITERIA
RLI E-56-15 – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE EDUCATIONAL CORRIDOR

VENDOR NAME: Pistorino & Alam Consultant Eng.

| Item | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity: | 0-50 | 22 |
| | a. Number of similar FDOT LAP-certified projects | | |
| | b. Complexity of similar projects | | |
| | c. References from past projects performed by the firm | | |
| | d. Previous projects performed for the City | | |
| | e. Litigation within the past 5 years arising out of firm's performance | | |
| 2 | Qualifications of personnel including sub consultants: | 0-15 | 12 |
| | a. Organizational chart for project | | |
| | b. Number of technical staff | | |
| | c. Qualifications of technical staff: | | |
| | (1) Number of licensed staff | | |
| | (2) Education of staff | | |
| | (3) Experience of staff on similar projects | | |
| 3 | Technical approach to perform the tasks described in the Scope of Services: | 0-30 | 18 |
| | a. Level of effort | | |
| | b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control<br>c. Adequacy of amount of quality resources assigned to the project. Overall approach to project. Financial resources. | | |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants) | 0-5 | 1 |
| | **Total** | **0-100** | 53 |

List the reasons for this evaluation (justify the rating/scoring):

Firm provided insufficient details regarding similar projects. Not enough to confirm capabilities. Staff appear to have sufficient credentials and experience. Technical approach is lacking. Nothing about LAP/LIMS, which are critical.

Signature of Evaluator | Date 10/13/15 | Printed Name Horacio Danovich

EVALUATION CRITERIA
RLI E-56-15 – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE EDUCATIONAL CORRIDOR

VENDOR NAME: R. J. Behar

| Item | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity: | 0-50 | 38 |
| | a. Number of similar FDOT LAP-certified projects | | |
| | b. Complexity of similar projects | | |
| | c. References from past projects performed by the firm | | |
| | d. Previous projects performed for the City | | |
| | e. Litigation within the past 5 years arising out of firm's performance | | |
| 2 | Qualifications of personnel including sub consultants: | 0-15 | 15 |
| | a. Organizational chart for project | | |
| | b. Number of technical staff | | |
| | c. Qualifications of technical staff: | | |
| | (1) Number of licensed staff | | |
| | (2) Education of staff | | |
| | (3) Experience of staff on similar projects | | |
| 3 | Technical approach to perform the tasks described in the Scope of Services: | 0-30 | 30 |
| | a. Level of effort | | |
| | b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control | | |
| | c. Adequacy of amount of quality resources assigned to the project. Overall approach to project. Financial resources. | | |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants) | 0-5 | 2 |
| | **Total** | **0-100** | 85 |

List the reasons for this evaluation (justify the rating/scoring):
Firm has plenty of experience and the technical approach is superb. Team assembled has proper credentials. However, their experience with City work (longevity/history) isn't as strong as other applicants.

Signature of Evaluator: [illegible] Date: 10/13/15 Printed Name: Francis Danovich

EVALUATION CRITERIA
RLI E-56-15 – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE EDUCATIONAL CORRIDOR

VENDOR NAME: ABACO ENG.

| Item | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity: | 0-50 | 40 |
| | a. Number of similar FDOT LAP-certified projects (1) LYONS ROAD MEDIAN IMPROVEMENTS IN COCONUT CREEK | | |
| | b. Complexity of similar projects | | |
| | c. References from past projects performed by the firm (2) S/W CONST. PROJECT PARKLAND. | | |
| | d. Previous projects performed for the City | | |
| | e. Litigation within the past 5 years arising out of firm's performance NONE | | |
| 2 | Qualifications of personnel including sub consultants: | 0-15 | 12 |
| | a. Organizational chart for project | | |
| | b. Number of technical staff 3 PE'S, 2 PLS, 1 RLA | | |
| | c. Qualifications of technical staff: | | |
| | (1) Number of licensed staff 2 BS. (AIBAC ONLY) | | |
| | (2) Education of staff 3-SUBS: | | |
| | (3) Experience of staff on similar projects | | |
| 3 | Technical approach to perform the tasks described in the Scope of Services: | 0-30 | 20 |
| | a. Level of effort GENERIC & GENERAL/NOT SPECIFIC | | |
| | b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control | | |
| | c. Adequacy of amount of quality resources assigned to the project. Overall approach to project. Financial resources. | | |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants) | 0-5 | 2 |
| | **Total** | **0-100** | 74 |

List the reasons for this evaluation (justify the rating/scoring):

GENERIC TECH APPROACH & ONLY A COUPLE SIMILAR PROJECTS LISTED.

Signature of Evaluator — Date: 10/13/15 — Printed Name: JOHN SFAROPOULOS

EVALUATION CRITERIA
RLI E-56-15 – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE EDUCATIONAL CORRIDOR

VENDOR NAME: CALVIN GIORDANO

| Item | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity: | 0-50 | 45 |
| | a. Number of similar FDOT LAP-certified projects 12 (3-LAP) | | |
| | b. Complexity of similar projects | | |
| | c. References from past projects performed by the firm | | |
| | d. Previous projects performed for the City | | |
| | e. Litigation within the past 5 years arising out of firm's performance 9 | | |
| 2 | Qualifications of personnel including sub consultants: | 0-15 | 14 |
| | a. Organizational chart for project ✓ | | |
| | b. Number of technical staff | | |
| | c. Qualifications of technical staff: | | |
| | (1) Number of licensed staff 2 PE's. | | |
| | (2) Education of staff 2 B.S. & Federal Eng & Testing. | | |
| | (3) Experience of staff on similar projects | | |
| 3 | Technical approach to perform the tasks described in the Scope of Services: SPECIFIC & described scope & phases. | 0-30 | 27 |
| | a. Level of effort | | |
| | b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control | | |
| | c. Adequacy of amount of quality resources assigned to the project. Overall approach to project. Financial resources. | | |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants) | 0-5 | 0 |
| | **Total** | **0-100** | 86 |

List the reasons for this evaluation (justify the rating/scoring):

EXCELLENT TECH APPROACH & SIMILAR TYPE PROJECTS

Signature of Evaluator: [signature] Date: 10/15/15 Printed Name: JOHN SGROPOULOS

EVALUATION CRITERIA
RLI E-56-15 – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE EDUCATIONAL CORRIDOR

VENDOR NAME: GMA ENG.

| Item | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity: | 0-50 | 38 |
| | a. Number of similar FDOT LAP-certified projects ? | | |
| | b. Complexity of similar projects | | |
| | c. References from past projects performed by the firm ✓ | | |
| | d. Previous projects performed for the City NONE | | |
| | e. Litigation within the past 5 years arising out of firm's performance NONE | | |
| 2 | Qualifications of personnel including sub consultants: | 0-15 | 12 |
| | a. Organizational chart for project | | |
| | b. Number of technical staff | | |
| | c. Qualifications of technical staff: 4 B.S., 1 M.S. | | |
| | (1) Number of licensed staff | | |
| | (2) Education of staff 1-SUB | | |
| | (3) Experience of staff on similar projects | | |
| 3 | Technical approach to perform the tasks described in the Scope of Services: | 0-30 | 18 |
| | a. Level of effort GENERAL | | |
| | b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control | | |
| | c. Adequacy of amount of quality resources assigned to the project. Overall approach to project. Financial resources. | | |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants) | 0-5 | 2 |
| | **Total** | **0-100** | 70 |

List the reasons for this evaluation (justify the rating/scoring):

TECH APPROACH GENERAL & NUMBER OF SIMILAR FDOT LAP PROJECTS INCLUDED IN QUESTION.

Signature of Evaluator | Date 10/13/15 | Printed Name JOHN SFIROPOULOS

EVALUATION CRITERIA
RLI E-56-15 – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE EDUCATIONAL CORRIDOR

VENDOR NAME: C.S.A. CENTRAL

| Item | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity: | 0-50 | 43 |
| | a. Number of similar FDOT LAP-certified projects | | |
| | b. Complexity of similar projects SEE REFERENCE NO. 3 | | |
| | c. References from past projects performed by the firm | | |
| | d. Previous projects performed for the City | | |
| | e. Litigation within the past 5 years arising out of firm's performance NONE | | |
| 2 | Qualifications of personnel including sub consultants: | 0-15 | 12 |
| | a. Organizational chart for project ✓ | | |
| | b. Number of technical staff 4 PE'S | | |
| | c. Qualifications of technical staff: | | |
| | (1) Number of licensed staff 3 B.S / 1 M.S. | | |
| | (2) Education of staff SUB: AMEC FOSTER WHEELER | | |
| | (3) Experience of staff on similar projects | | |
| 3 | Technical approach to perform the tasks described in the Scope of Services: GENERAL & GENERIC / NOT SPECIFIC | 0-30 | 23 |
| | a. Level of effort | | |
| | b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control GOOD SCHEDULE | | |
| | c. Adequacy of amount of quality resources assigned to the project. Overall approach to project. Financial resources. | | |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants) | 0-5 | 1 |
| | **Total** | **0-100** | 79 |

List the reasons for this evaluation (justify the rating/scoring):

TECHNICAL APPROACH GENERAL.

Signature of Evaluator | Date 10/13/15 | Printed Name JOHN SFIRLOPOULOS

EVALUATION CRITERIA
RLI E-56-15 – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE EDUCATIONAL CORRIDOR

VENDOR NAME: PISTORINO & AIAM

| Item | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity: GENERAL / NO MENTION OF LAP | 0-50 | 35 |
| | a. Number of similar FDOT LAP-certified projects | | |
| | b. Complexity of similar projects METR RAIL EXTENSION & BUS EXTENSION | | |
| | c. References from past projects performed by the firm | | |
| | d. Previous projects performed for the City | | |
| | e. Litigation within the past 5 years arising out of firm's performance 5 | | |
| 2 | Qualifications of personnel including sub consultants: | 0-15 | 12 |
| | a. Organizational chart for project ✓ | | |
| | b. Number of technical staff 6 | | |
| | c. Qualifications of technical staff: | | |
| | (1) Number of licensed staff 6 PE'S | | |
| | (2) Education of staff 7 B.S / 1 M.S. / 1 RLA | | |
| | (3) Experience of staff on similar projects | | |
| 3 | Technical approach to perform the tasks described in the Scope of Services: GENERAL & GENERIC, NO MENTION OF LAP | 0-30 | 16 |
| | a. Level of effort | | |
| | b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control | | |
| | c. Adequacy of amount of quality resources assigned to the project. Overall approach to project. Financial resources. | | |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants) | 0-5 | 1 |
| | **Total** | **0-100** | 64 |

List the reasons for this evaluation (justify the rating/scoring):

GENERAL TECH APPROACH & NO LISTINGS OF SIMILAR FDOT-LAP PROJECTS. [redacted].

Signature of Evaluator | Date 10/13/15 | JOHN STAROPOULOS Printed Name

EVALUATION CRITERIA
RLI E-56-15 – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE EDUCATIONAL CORRIDOR

VENDOR NAME: R.J. BEHAR

| Item | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity: *HAVE A CONST CONTRACT W/ FDOT<br>a. Number of similar FDOT LAP-certified projects 11<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City<br>e. Litigation within the past 5 years arising out of firm's performance NONE | 0-50 | 48 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project ✓<br>b. Number of technical staff 2-SUBS (CRAVEN THOMPSON & FEDERAL ENG. & TESTING)<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff 3 PE's / 3 P.S.M.<br>(2) Education of staff 4 B.S. & 2 MS (RJ BEHAR)<br>(3) Experience of staff on similar projects | 0-15 | 13 |
| 3 | Technical approach to perform the tasks described in the Scope of Services: Very specific – described scope & all 5-Phases<br>a. Level of effort *Traffic control *Public involvement<br>b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control<br>c. Adequacy of amount of quality resources assigned to the project. Overall approach to project. Financial resources.<br>* SOP ENSURING ALL LAP FEDERAL COMPLIANCE requirements are met Pre-const & POST | 0-30 | 28 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants) | 0-5 | 2 |
| | **Total** | 0-100 | 91 |

List the reasons for this evaluation (justify the rating/scoring):

EXCELLENT TECH APPROACH & NUMEROUS LAP CERTIFIED PROJECTS. NO LITIGATION & GREAT QUALIFICATIONS

Signature of Evaluator | 10/13/15 Date | JOHN SFIROPOULOS Printed Name

EVALUATION CRITERIA
RLI E-56-15 – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE EDUCATIONAL CORRIDOR

VENDOR NAME: ABACO Engineering, Inc.

| Item | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity: | 0-50 | 30 |
| | a. Number of similar FDOT LAP-certified projects | | |
| | b. Complexity of similar projects | | |
| | c. References from past projects performed by the firm | | |
| | d. Previous projects performed for the City | | |
| | e. Litigation within the past 5 years arising out of firm's performance | | |
| 2 | Qualifications of personnel including sub consultants: | 0-15 | 10 |
| | a. Organizational chart for project Landscape, Testing, Surveyor-3 Subs | | |
| | b. Number of technical staff | | |
| | c. Qualifications of technical staff: | | |
| | (1) Number of licensed staff | | |
| | (2) Education of staff | | |
| | (3) Experience of staff on similar projects | | |
| 3 | Technical approach to perform the tasks described in the Scope of Services: | 0-30 | 20 |
| | a. Level of effort | | |
| | b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control<br>c. Adequacy of amount of quality resources assigned to the project. Overall approach to project. Financial resources. | | |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants) | 0-5 | 2 |
| | **Total** | **0-100** | 62 |

List the reasons for this evaluation (justify the rating/scoring):

Small firm with Principal as Project Manager. Woman owned firm with office in Coral Springs. Experienced staff but less experience in larger/similar projects as other proposers.

Signature of Evaluator: [signature] Date: 10/13/15 Printed Name: NGUYEN TRAN

EVALUATION CRITERIA
RLI E-56-15 – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE EDUCATIONAL CORRIDOR

VENDOR NAME: Calvin Giordano & Assoc.

| Item | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity: | 0-50 | 50 |
| | a. Number of similar FDOT LAP-certified projects | | |
| | b. Complexity of similar projects | | |
| | c. References from past projects performed by the firm | | |
| | d. Previous projects performed for the City | | |
| | e. Litigation within the past 5 years arising out of firm's performance | | |
| 2 | Qualifications of personnel including sub consultants: | 0-15 | 14 |
| | a. Organizational chart for project Testing - 1 Sub | | |
| | b. Number of technical staff | | |
| | c. Qualifications of technical staff: | | |
| | (1) Number of licensed staff | | |
| | (2) Education of staff | | |
| | (3) Experience of staff on similar projects | | |
| 3 | Technical approach to perform the tasks described in the Scope of Services: | 0-30 | 30 |
| | a. Level of effort | | |
| | b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control<br>c. Adequacy of amount of quality resources assigned to the project. Overall approach to project. Financial resources. | | |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants) | 0-5 | Ø |
| | **Total** | **0-100** | 94 |

List the reasons for this evaluation (justify the rating/scoring):

Full Service Firm with Capacity to perform the work.
All Services are in-house except for Material Testing.
Very qualified firm with Many Similar projects.

Signature of Evaluator | 10/13/15 Date | Nguyen Tran Printed Name

EVALUATION CRITERIA
RLI E-56-15 – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE EDUCATIONAL CORRIDOR

VENDOR NAME: CIMA Engineering Corp.

| Item | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity: | 0-50 | 30 |
| | a. Number of similar FDOT LAP-certified projects | | |
| | b. Complexity of similar projects | | |
| | c. References from past projects performed by the firm | | |
| | d. Previous projects performed for the City | | |
| | e. Litigation within the past 5 years arising out of firm's performance | | |
| 2 | Qualifications of personnel including sub consultants: | 0-15 | 10 |
| | a. Organizational chart for project Landscape - 1 Sub. | | |
| | b. Number of technical staff | | |
| | c. Qualifications of technical staff: | | |
| | (1) Number of licensed staff | | |
| | (2) Education of staff | | |
| | (3) Experience of staff on similar projects | | |
| 3 | Technical approach to perform the tasks described in the Scope of Services: | 0-30 | 18 |
| | a. Level of effort | | |
| | b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control<br>c. Adequacy of amount of quality resources assigned to the project. Overall approach to project. Financial resources. | | |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants) | 0-5 | 2 |
| | **Total** | **0-100** | 60 |

List the reasons for this evaluation (justify the rating/scoring):

Small Woman owned Business located in Lauderhill. 1 subcontractor but all work in-house. No surveyor or Testing Contractors listed on Team. Some experience in Roadway construction but less experience than other proposers.

Signature of Evaluator | Date 10/13/15 | Printed Name Nguyen Tran

EVALUATION CRITERIA
RLI E-56-15 – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE EDUCATIONAL CORRIDOR

VENDOR NAME: CSA Central, Inc.

| Item | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity: | 0-50 | 45 |
| | a. Number of similar FDOT LAP-certified projects | | |
| | b. Complexity of similar projects | | |
| | c. References from past projects performed by the firm | | |
| | d. Previous projects performed for the City | | |
| | e. Litigation within the past 5 years arising out of firm's performance | | |
| 2 | Qualifications of personnel including sub consultants: | 0-15 | 13 |
| | a. Organizational chart for project Wheeler, Rodriguez · 2 Subs | | |
| | b. Number of technical staff | | |
| | c. Qualifications of technical staff: | | |
| | (1) Number of licensed staff | | |
| | (2) Education of staff | | |
| | (3) Experience of staff on similar projects | | |
| 3 | Technical approach to perform the tasks described in the Scope of Services: | 0-30 | 30 |
| | a. Level of effort | | |
| | b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control<br>c. Adequacy of amount of quality resources assigned to the project. Overall approach to project. Financial resources. | | |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants) | 0-5 | 1 |
| | **Total** | **0-100** | 89 |

List the reasons for this evaluation (justify the rating/scoring):

Very thorough and detailed Technical Approach. Large Hispanic owned Business with office in Miami. Schedule goes into Feb 2017. Firm has Capacity for the job but no Local Subs on Team. All Work performed inhouse but QA/QC & Work by AMEC Foster Wheeler. Good Roadway Experience.

Nguyen Tran 10/13/15 Nguyen Tran

Signature of Evaluator Date Printed Name

EVALUATION CRITERIA
RLI E-56-15 – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE EDUCATIONAL CORRIDOR

VENDOR NAME: Pistorino & Alam Cons. Eng.

| Item | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity: | 0-50 | 30 |
| | a. Number of similar FDOT LAP-certified projects | | |
| | b. Complexity of similar projects | | |
| | c. References from past projects performed by the firm | | |
| | d. Previous projects performed for the City | | |
| | e. Litigation within the past 5 years arising out of firm's performance | | |
| 2 | Qualifications of personnel including sub consultants: | 0-15 | 10 |
| | a. Organizational chart for project LA - 1 sub. | | |
| | b. Number of technical staff | | |
| | c. Qualifications of technical staff: | | |
| | (1) Number of licensed staff | | |
| | (2) Education of staff | | |
| | (3) Experience of staff on similar projects | | |
| 3 | Technical approach to perform the tasks described in the Scope of Services: | 0-30 | 18 |
| | a. Level of effort | | |
| | b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control | | |
| | c. Adequacy of amount of quality resources assigned to the project. Overall approach to project. Financial resources. | | |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants) | 0-5 | 1 |
| | **Total** | **0-100** | 59 |

List the reasons for this evaluation (justify the rating/scoring):

Small Miami based firm with some knowledge & experience with projects of similar size; but less experience compared to other proposers. Not successful in obtaining local subcontractors. Project team is qualified but most work has been in Miami market.

Signature of Evaluator | 10/13/15 Date | NGUYEN TRAN Printed Name

EVALUATION CRITERIA
RLI E-56-15 – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE EDUCATIONAL CORRIDOR

VENDOR NAME: RJ Bethar & Company

| Item | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity: | 0-50 | 48 |
| | a. Number of similar FDOT LAP-certified projects | | |
| | b. Complexity of similar projects | | |
| | c. References from past projects performed by the firm | | |
| | d. Previous projects performed for the City | | |
| | e. Litigation within the past 5 years arising out of firm's performance | | |
| 2 | Qualifications of personnel including sub consultants: | 0-15 | 13 |
| | a. Organizational chart for project – Craun Thompson & FET, 2 subs | | |
| | b. Number of technical staff | | |
| | c. Qualifications of technical staff: | | |
| | (1) Number of licensed staff | | |
| | (2) Education of staff | | |
| | (3) Experience of staff on similar projects | | |
| 3 | Technical approach to perform the tasks described in the Scope of Services: | 0-30 | 30 |
| | a. Level of effort | | |
| | b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control<br>c. Adequacy of amount of quality resources assigned to the project. Overall approach to project. Financial resources. | | |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants) | 0-5 | 2 |
| | **Total** | **0-100** | 93 |

List the reasons for this evaluation (justify the rating/scoring):

Detailed Project Approach with all services in house but Testing & Surveying. Firm from Pembroke Pines using FED Eng Testing who is a P.B. Company. Experienced firm with Qualified Personnel & Experienced with many Roadway Projects. Very Complete Submittal & Scored high in all Criteria.

Signature of Evaluator: [signature] Date: 10/13/15 Printed Name: NGUYEN TRAN

CITY OF POMPANO BEACH RESPONSES

RLI E-56-15

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE EDUCATIONAL CORRIDOR

September 30, 2015

| Company Responding: | Address | City, State, Zip |
|---|---|---|
| Abaco Engineering, Inc. | 10100 N. Sample Rd., Ste. 334 | Coral Springs, FL. 33067 |
| Calvin Giordano & Associates, Inc. | 1800 Ellen Dr., Ste. 600 | Fort Lauderdale, FL. 33316 |
| Cima Engineering Corp. | 6800 W. Commercial Blvd., Ste. 2 | Lauderhill, FL. 33319 |
| CSA Central, Inc. | 6100 Blue Lagoon Dr., Ste. 300 | Miami, FL. 33126 |
| Pistorino & Alam Consultant Engineers | 7171 S.W. 62 Ave., 4th Flor | Miami, FL. 33143 |
| R.J. Behar & Company, Inc. | 6861 S.W. 196 Ave., Ste. 302 | Pembroke Pines, FL. 33332 |

pompano beach®

Florida's Warmest Welcome

# CITY OF POMPANO BEACH
# REQUEST FOR LETTERS OF INTEREST
# E-56-15

## CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE EDUCATIONAL CORRIDOR

**RLI OPENING: September 30, 2015, 2:00 P.M.**
**PURCHASING OFFICE**
**1190 N.E. 3RD AVENUE, BUILDING C (Front)**
**POMPANO BEACH, FLORIDA 33060**

September 4, 2015

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR LETTERS OF INTEREST (RLI)
E-56-15
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE EDUCATIONAL CORRIDOR

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites professional engineering firms to submit Letters of Interest, qualifications and experience for consideration to provide Construction Engineering and Inspection (CEI) services to the City for the Educational Corridor, which runs on MLK Jr. Blvd/Hammondville Rd. from FL Turnpike to SR-845/Powerline Road.

The City will receive sealed proposals until 2:00 p.m. (local), September 30, 2015, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

## Introduction

The City intends to issue a single contract to an engineering firm to provide Construction Engineering and Inspection (CEI) services to the City. The projects have a total estimated to be in excess of $2,000,000 construction cost. A final budget has not been established.

## A. Scope Of Services

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed below. Service provider to be FDOT certified to conduct CEI services. The Educational Corridor runs from MLK Jr. Blvd/Hammondville Rd. from FL Turnpike to SR-845/Powerline Road.

The scope of services may include, but is not limited, to the following:

### 1. Construction Services

- Attend one (1) pre-construction meeting at Municipality location; record / prepare / distribute meeting minutes. Pre-con meeting to be conducted by others (City / Engineer of Record).
- Schedule, attend and conduct bi-weekly construction progress meetings at Municipality location for the duration of the construction project (assumed effort at 15 meetings @ 2 hours per meeting); prepare and distribute meeting minutes.
- Coordinate and conduct a pre-construction meeting with FDOT, City, Contractor and Local Agency Program (LAP) Oversight representative(s); record / prepare / distribute meeting minutes.

- Request / obtain access to FDOT LAP reporting documentation systems: Local Area Program Information Tool (LAPIT) and Equal Opportunity Compliance (EOC).
- Conduct and submit labor interviews for conformance with wage rates and DBE monitoring reports.
- Prepare and submit monthly LAP progress report(s), upload contract documents, payment applications, change orders, and related documents.
- Prepare, coordinate and submit (for FDOT approval) construction changes orders.
- Schedule and conduct a final inspection with FDOT LAP representatives.
- Assist the City with preparation and submittal of FDOT LAP close-out package ('Blue Folder').
- Coordinate and assist the City with reimbursement package submittal.
- Construction quality control inspections.
- Review and monitor compliance with drawings and technical specifications (e.g., bid schedule, project manual);
- Receive, and coordinate interpretations and clarifications of the Contract Documents (RFI responses, plan revisions, and Work Change Directives). In connection therewith, assist in the review and processing of any work change directives or change orders requested by the City.
- Receive and coordinate the review and processing of shop drawings, samples and other data, which the Contractor is required to submit.
- Make periodic / daily observations (estimated at four (4) hours per day) of Field / Resident Project Representative services for compliance with plans and specifications; provide copies of observation reports to the City on a weekly basis. Make interim inspections for substantial and final completion(s) to determine, in general, if the work has been completed in conformance with the intent of the Contract Documents.
- Attend close-out inspections with City, Contractor and permitting agencies; prepare and distribute punch-list(s).
- Perform initial reviews of as-builts supplied by the Contractor; coordinate final reviews with City and other governing agencies.
- Assist in obtaining information from the Contractor to process close-out packages. Prepare and submit permit close-out documents and certification(s).
- Review, coordinate required revisions, and approve and payment application requests; processing of applications by City.
- Attend and participate in meetings with the City, Contractor, and appropriate regulatory agencies when requested by the City and necessary for consultation and conferences in regard to construction of the project.
- Receive, review and process Contractor's construction schedule (s), and schedule of values.

2. Landscaping and Irrigation Construction Observation Services

- Conduct periodic inspections as deemed applicable for LAP approval.
- Assist City inspectors with compliance of applicable standards.

3. LAP Coordination

- Re-review of rejected shop drawings.
- Review and approval of Contractor pay requests.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Review and approve updated boundary survey, site evaluation or closing assistance work, if necessary.

Service provider to be FDOT certified to conduct CEI services.

**B. Tasks/Deliverables**

In general, the engineering firm will provide CEI services as described above. Task/Deliverables shall be in accordance with LAP certification requirements established by FDOT.

**C. Small Business Enterprise Program**

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than $5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the $5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

**The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.**

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE

firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

## D. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

**The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.**

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

## E. Required Proposal Submittal

### Submission/Format Requirements

Submit one (1) original unbound proposal and four (4) bound photocopies of the proposal. Use 8 ½" x 11" plain white paper; proposal to be typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Duplicate copies must contain all information included in the original submittal. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

**Information to be included in the proposal**: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

**Title page:**
Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

**Table of Contents:**
Include a clear identification of the material by section and by page.

**Letter of Interest:**
A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

**Technical Approach:**
Firms or teams shall submit their technical approach to the tasks described in the scope, including details of how each phase of the project would be completed, and how their firm proposes to maintain time schedules and cost controls.

**Schedule:**
Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

**Project Team Form:**
Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

**Organizational Chart:**
Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

**Statement of Skills and Experience of Project Team:**
Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

**Resumes of Key Personnel**
Include resumes for key personnel for prime and subconsultants.

**References:**
References for past three (3) projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

**Office Locations:**
Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

**Minority Business Enterprises:**
It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

**Small Business Enterprises:**
Completed SBE program forms, Exhibits A-D. Include copies of all SBE certifications for firms listed on these forms.

**Local Businesses:**
Completed Local Business program forms, Exhibits E-H.

**Litigation:**
Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

**Acknowledgement of all Addenda issued.**

**City Forms**:
Responses should include all pages of this solicitation, initialed where indicated, in addition to completed SBE and Local Business forms.

## F. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance

   a) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

   b) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

| | | LIMITS OF LIABILITY | |
|---|---|---|---|
| | Type of Insurance | each occurrence | aggregate |
| **GENERAL LIABILITY:** ***MINIMUM $1,000,000 per OCCURRENCE/$1,000,000 AGGREGATE*** | | | |
| | * Policy to be written on a claims incurred basis | | |
| XX | comprehensive form | | |
| XX | premises - operations | bodily injury | |
| __ | explosion & collapse hazard | property damage | |
| __ | underground hazard | | |
| __ | products/completed operations hazard | bodily injury and | |
| XX | contractual insurance | property damage | |
| XX | broad form property damage | combined | |
| XX | independent contractors | | |
| XX | personal injury | personal injury | |

**AUTOMOBILE LIABILITY:** ***MINIMUM $1,000,000 per OCCURRENCE/$1,000,000 AGGREGATE***

| | | | | |
|---|---|---|---|---|
| | | bodily injury (each person) | | |
| XX | comprehensive form | bodily injury (each accident) | | |
| XX | owned | property damage | | |
| XX | hired | bodily injury and | | |
| XX | non-owned | property damage combined | | |

**REAL & PERSONAL PROPERTY**

| | | | | |
|---|---|---|---|---|
| XX | comprehensive form | Consultant must show proof they have this coverage. | | |

**EXCESS LIABILITY**

| | | | | |
|---|---|---|---|---|
| XX | umbrella form | bodily injury and property damage | | |
| XX | other than umbrella | combined | $2,000,000. | $2,000,000. |

| | | | |
|---|---|---|---|
| XX | **PROFESSIONAL LIABILITY** | $2,000,000. | $2,000,000. |
| | * Policy to be written on a claims made basis | | |

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

**G. Selection/Evaluation Process**

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

| Criteria | Point Range |
|---|---|
| 1. Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar FDOT LAP-certified projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City<br>e. Litigation within the past 5 years arising out of firm's performance | 0-50 |

| | | |
|---|---|---|
| **2.** | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-15 |
| **3.** | Technical approach to perform the tasks described in the Scope of Services:<br>a. Level of effort<br>b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control<br>c. Adequacy of amount of quality resources assigned to the project. Overall approach to project. Financial resources. | 0-30 |
| **4.** | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants) | 0-5 |
| | **Total** | **0-100** |

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RLI, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and

determine a ranking order that may be the same or different from what was originally presented to the City Commission.

## H. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

## I. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

## J. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

## K. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

## L. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

## M. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

**N. Contract Terms**

The contract resulting from this RLI shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RLI document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**O. Waiver**

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

**P. Survivorship Rights**

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

**Q. Termination**

The contract resulting from this RLI may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

**R. Manner of Performance**

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

**S. Acceptance Period**

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

**T. RLI Conditions and Provisions**

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RLI as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RLI. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RLI, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

**U. Standard Provisions**

1. Governing Law

Any agreement resulting from this RLI shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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 Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RLI. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

8. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

9. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

10. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

11. Public Records

a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

   i. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

   ii. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

   iii. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

   iv. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon

termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

b. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

## V. Questions and Communication

All questions regarding the RLI are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RLI name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

## W. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

## PROJECT TEAM

RLI NUMBER _____

Federal I.D.#_____

**PRIME**

| Role | Name of Individual Assigned to Project | Number of Years Experience | Education, Degrees |
|---|---|---|---|
| Principal-In-Charge | | | |
| Project Manager | | | |
| Asst. Project Manager | | | |
| Other Key Member | | | |
| Other Key Member | | | |

**SUB-CONSULTANT**

| Role | Company Name and Address of Office Handling This Project | Name of Individual Assigned to the Project |
|---|---|---|
| Surveying | | |
| | | |
| Landscaping | | |
| | | |
| Engineering | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |

(use attachments if necessary)

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RLI Number & Title: _____ Contractor's Name: _____

| Name of Firm | Contact Person, Telephone Number | Type of Work to be Performed | Contract Percentage of Work |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

***(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)***

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly ___ YES ___ NO

EXHIBIT "B"
SMALL BUSINESS ENTERPRISE
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Contractor)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

_____

_____

_____

_____ _____
(Date) (Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____day of

_____, _____, I invited the following SBE CONTRACTOR(s) to bid

work items to be performed in the City of Pompano Beach:

| SBE Contractor Address | Work Items Sought | Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Said SBE CONTRACTOR(s):

___ Did not bid in response to the invitation

___ Submitted a bid that was not the low responsible bid

___ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI #_____

1. What portions of the contract have you identified as SBE opportunities?

_____

_____

_____

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

_____

_____

_____

3. Did you send written notices to SBEs?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

_____

_____

7. List the SBEs you will utilize and subcontract percentage of work.

_____

_____

_____

8. Other comments: _____

_____

_____

_____

_____

Note: Please attach the unavailability letters with this report.

EXHIBIT E
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

RLI Number & Title: _____ Prime Contractor's Name: _____

| Name of Firm, Address | Contact Person, Telephone Number | Type of Work to be Performed | Contract Percentage |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |

EXHIBIT F
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number_____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____ _____
(Date) (Name of Local Business Contractor)

BY: _____

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI #_____

I,_____
(Name and Title)

of_____, certify that on the _____day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

| Business Name, Address | Work Items Sought | Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Said Local Businesses:

___ Did not bid in response to the invitation

___ Submitted a bid which was not the low responsible bid

___ Other:_____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI #_____

1. What portions of the contract have you identified as Local Business opportunities?

_____

_____

_____

_____

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

_____

_____

_____

3. Did you send written notices to Local Businesses?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

_____

_____

7. List the Local Businesses you will utilize and percentage of work.

_____ _____

_____ _____

_____ _____

8. Other comments: _____

_____

_____

_____

_____

EXHIBIT I

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI #_____

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.) You must include copies of the MBE certificates for each firm listed.

| Name of Firm | Certificate Included? |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

## STATEMENT OF NO RESPONSE
### E-56-15
### CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE EDUCATIONAL CORRIDOR

If you do not intend to submit on this requirement, please complete and return this form by the submittal deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to submit on this solicitation for the following reason(s):

_____ We do not offer this product or an equivalent

_____ Our workload would not permit us to perform

_____ Insufficient time to respond to the Request for Letters of Interest

_____ Unable to meet specifications (explain below)

_____ Other (specify below)

Remarks _____

_____

_____

_____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

Meeting Date: October 27, 2015 Agenda Item 2

REQUESTED COMMISSION ACTION:

X Consent ____ Ordinance ____ Resolution ____ Consideration ____ Workshop

SHORT TITLE OR MOTION: SHIRLEY SIMMONS IS REQUESTING TO TRANSFER OWNERSHIP OF BLOCK 19, LOT 5, PLOT 1 IN THE WEST LAWN TO VINCENT BLUE (NO COST).

SUMMARY OF PURPOSE AND WHY:

Shirley Simmons would like to transfer ownership of Block 19, Lot 5, Plot 1 to Vincent Blue.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Shirley Simmons
(2) Primary staff contact: Robert A. McCaughan, Public Works Director Ext 4097
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Public Works | 10/13/15 | APPROVE | Robert A. McCaughan |
| Finance | 10/13/15 | APPROVE | S. Sibbee |
| Budget | 10-14-15 | APPROVE | |

___ Advisory Board
___ Development Services Director
X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | Resolution | Consideration | Workshop |
|---|---|---|---|
| 1st Reading | 1st Reading | Results: | Results: |
| 2nd Reading | | | |

# TRANSFER AND ASSIGNMENT OF BURIAL RIGHT AGREEMENT

I (we), **Shirley Simmons**
**(Assignor)**
of **617 NW 21st St. Pompano Beach, FL 33060**
hereby **(Address)**
assign, transfer and set over this date to **City of Pompano Beach**
**(Assignee)**
Right(s), title and interest in and to Burial Right Agreement# **4217** entered to the **24** day of **September 2015** between the City of Pompano Beach, a municipal corporation existing under the laws of the State of Florida, and being in Broward County, Florida and
**Shirley Simmons**
**(Assignor)**
(Said burial agreement(s) attached hereto) subject to all the terms and conditions thereof, and do hereby remise, release and quit-claim unto the said **Vincent Blue**
**(Assignee)**

All my (our) right(s), title and interest in and to the Burial Right Agreement(s) described herein and agreed to be conveyed. Block **19** Lot **5** Plot **1** Lawn **West Lawn**

Shirley Simmons
**(Assignor)**

**(Assignor)**

Rose M. Duclan Rose Duclan
**(Witness)**

Subscribed and sworn to/affirmed before me on 24th September 2015, by _____ who is personally known to me or has presented FL DL as identification.

EMICE MABIEN
Notary Public, State of Florida
Commission # FF 12370
My comm. expires Apr. 25, 2017

Notary Public

**The City Commission of the City of Pompano Beach, Florida, hereby accepts the foregoing assignment of Burial Right Agreement(s), subject to all terms and conditions thereof.**

**Lamar Fisher, Mayor**

**ATTEST:** _____
**Asceleta Hammond, City Clerk**

Meeting Date: 10/27/2015 Agenda Item 3

REQUESTED COMMISSION ACTION:

x Consent ____ Ordinance ____ Resolution ____ Consideration/Discussion ____ Presentation

SHORT TITLE Approval to award Bid L-51-15, Furnish Lime Softening Gearbox Unit, to the second lowest responsive, responsible bidder Condo Electric Industrial Supply, Inc. in the amount of $168,589.00.

## Summary of Purpose and Why:

Bid L-51-15 was issued for the purchase of one (1) new bolt-in drive mechanism to replace the existing bridge-mounted gear reducer and drive motor on the existing Lime Softening Unit #1 at the Water Treatment Plant for the Utilities Department. Bid award is recommended to the second lowest responsive, responsible bidder, Condo Electric Industrial Supply, Inc. in the amount of $168,589.00. City Commission approval of this contract award is requested.

(1) Origin of request for this action: Staff
(2) Primary staff contact: A. Randolph Brown, Utilities Director 954 786-7043
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding: From budgeted funds in account 420-7264-533.65-11, CIP 05-886 Capital Project / Equipment.

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Utilities | 10/13/15 | APPROVED | |
| General Services | 10/13/15 | APPROVE | |
| Finance | 10/16/15 | approval | S. Noble |
| Budget | 10/19/15 | Approve | Diamanti for Ernesto Reyes |

X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | Resolution | Consideration | Workshop |
|---|---|---|---|
| 1st Reading | 1st Reading | Results: | Results: |
| 2nd Reading | | | |

# MEMORANDUM

Purchasing #16-002
October 12, 2015

To: Dennis W. Beach, City Manager

Through: Otis J. Thomas, General Services Director OJ

From: Cassandra LeMasurier, Purchasing Supervisor cl

Subject: Award Bid L-51-15, Furnish Lime Softening Gearbox Unit

## Contract Need/Background

Bid L-51-15 was issued for the purchase of one (1) new bolt-in drive mechanism to replace the existing bridge-mounted gear reducer and drive motor on the existing Lime Softening Unit #1 at the Water Treatment Plant for the Utilities Department.

Attached you will find copies of a memorandum, consultant's bid analysis and the bid award recommendation form submitted by the Utilities Director, and copies of the bid tabulation, and bid solicitation document.

## Bidders List

The Bidders List was created by using companies suggested by the requesting department, companies that have responded to prior bids, companies that have requested their names be placed on the Bid List, and companies from appropriate listings in other source books.

Number of firms attending the optional pre-bid conference.....4
Number of firms responding with bids.....3

## Advertising

The Bid was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. Bid notices are also posted on the City's web page and sent to all registered bidders by email.

## Funding

The contract will be funded from budgeted funds in account 420-7264-533.65-11 / CIP 05-886 Capital Project / Equipment.

## Award Recommendation

After reviewing the responses to this bid with the Utilities Department it is recommended the award for L-51-15 be made to the second lowest responsive, responsible bidder Condo Electric Industrial Supply, Inc. in the amount of $168,589.00.00 for the bid.

Enclosures

cc: file

BID AWARD RECOMMENDATION FORM

From: Purchasing Division Cassie LeMasurier Date 09/22/2015

To: Utilities Department Attn.: Phil Hy er

Subject: Bid No. L-51-15 Item/service: Furnish Lime Softening Gearbox Unit

Attached is the Bid Tabulation for subject item/service requisitioned by your department. Please complete this form in order that proper presentation and recommendations may be made to the City Commission for its approval, as appropriate. Your response should be typed. Please return this form to the Purchasing Division within three weeks of receipt.

This form must be accompanied by a memorandum explaining the item/service to be purchased, what it will be used for, stating that it is either a replacement or an additional item, and any other pertinent information which might be requested by the City Commission. This memo should also contain a detailed justification if you are rejecting a low bidder (see below).

1. SOURCE OF FUNDS:

Budgeted Code: 420 7264 533 65.11 (CIP 05-886)

Title: Water Treatment Plant Improvements

2. RECOMMENDATION:

(a) Which bidder do you recommend?

Condo Electric Industrial Supply, Inc.

(b) Is the recommended bid the lowest bid received?

Yes ____ No X

Note: If you recommend award to other than the low bidder detailed justification must be furnished for rejection of all lower bids, in an accompanying memorandum.

(c) If references were required, were they checked?

Yes X No ____ Not applicable for this bid ____

Signature: [signature] Date: 10/8/15

Title: Utilities Director
(Department Head)

pompano beach
Florida's Warmest Welcome

Phone: (954) 545-7016

# City of Pompano Beach
## UTILITIES TREATMENT PLANT

Fax: (954) 545-7046

**MEMORANDUM NO. 16 - 01**

**DATE:** October 5, 2015

**TO:** Otis Thomas, General Services Director

**FROM:** Phil Hyer, Utilities Treatment Plants Superintendent

**C:** A. Randolph Brown, Utilities Director
Donovan Evans, Utilities Maintenance Supervisor

**SUBJECT: Bid Award Recommendation L-51-15 Furnish Lime Softening Gearbox Unit**

Three bids were received for furnishing a new gearbox which provides mixing for the lime softening treatment unit. This bid advertisement included technical specifications developed and provided by our consultant McCafferty Brinson Consulting (MBC) for the gearbox needed. At the conclusion of the bid, MBC reviewed the two lowest bids for conformance to those technical specifications. MBC provided the Utilities Department bid evaluation and award recommendation services.

It was noted that low bidder Arroyo Process (AP) proposal of $158,147 did not acknowledge Addendum No. 2 in their bid package. AP had the following language in their proposal "Documents *not received and not listed above were not considered in the creation of this proposal. Any new or revised specifications may require a revision to the proposal and adjustment in price and delivery".*

In addition, (AP) submitted over four pages of comments and exceptions to the technical specifications and referenced quality assurance standards. One of the most concerning exceptions was *"Sumitomo takes exception to all performance/ fit for use guarantees...We take exception to all field performance test requirements".*

Condo Electric Industrial Supply, INC. (CESI) proposal of $168,589 was the next lowest bid. Our consultant MBC reviewed the proposal provided by CESI and found no discrepancies or inconsistencies. CESI has proposed to provide a Siemens Flender gearbox. The Flender gearbox was the original gearbox supplied for our Infilco Degremont treatment units in 1985. This gearbox is a direct drop in replacement of the ones which have been in service for 30 years.

As a result of the numerous exceptions to the technical specifications and quality assurances contained within gearbox specifications listed in the Arroyo Process bid proposal, Utilities staff concurs with the recommendation our consultant MBC.

Utilities staff also concurs with MBC that the CESI proposal best meets the Utilities Department needs. The Utilities Department feels it is in the best interest of the City to award Bid L-51-15 to Condo Electric Industrial Supply, INC. for the amount of $168,589. Funding is available in Water Treatment Plant Improvements (CIP 05-886) account # 420 7264 533 65.11.

**City of Pompano Beach**
**Furnish Lime Softening Gearbox Unit**
**Bid L-51-15 Date: 09/22/2015**

| Line Item | Description | Arroyo Process Equipment<br>1550 Centennial Blvd.<br>Bartow, FL 33830 | Condo Electric Industrial Supply, Inc.<br>3746 E 10th Court<br>Hialeah, FL 33013 | Infilco Degremont, Inc.<br>8007 Discovery Drive<br>Richmond, VA 23229 |
|---|---|---|---|---|
| 1 | Furnish one (1) new bolt-in drive mechanism to replace the existing bridge-mounted gear reducer and drive motor on the existing lime softening Unit #1 Lime Softening Unit No. 1 is a #29. The old gearbox and drive unit has been removed. The replacement drive unit shall be fully compatible with the existing mounting footprint on the existing support bridge, the existing flanged output shaft coupling and rotor-impeller mixer mechanism and all electrical and power supply connections as specified herein. | $158,147.00 | $168,589.00 | $263,600.00 |
| | | | | |
| | **GRAND TOTAL** | **$158,147.00** | **$168,589.00** | **$263,600.00** |
| | | | | |
| | Manufacturer/ Product Bid | Sumitomo / Baldor | Siemens Flender P/N: KDNS 500 | Design drive retrofit for one #29 NS Accelator |
| | Delivery time after receipt of order | 182 days | 238 days | 294 days |
| | | | | |
| | **Notes** | Bid submitted with exceptions. | | Bid submitted with exceptions. |

McCafferty Brinson
consulting

October 2, 2015

Mr. A. Randolph Brown, P.E.
Utilities Director
City of Pompano Beach
1205 N.E. 5th Avenue
Pompano Beach, Florida 33060

**Subject: Bid L-51-15 – Furnish Lime Softening Gearbox Unit**
**Bid Evaluation and Recommendation of Award**

Dear Mr. Brown:

The City received three bids for the above-referenced project on September 22, 2015. Attached is a tabulation of the bids received. McCafferty Brinson Consulting, LLC (MBC) has reviewed the bid packages for the two lowest bids, submitted by Arroyo Process and Condo Electric Industrial Supply, Inc.

The apparent low bidder is Arroyo Process (AP), with a bid of $158,147.00. AP completed and submitted all required documentation. AP did not acknowledge receipt of Addendum No. 2 in the space provided on the bid form, and the proposal contained in the bid package included the following statement referring to the list of specifications and Addendum No. 1:

> *"Documents not received and not listed above were not considered in the creation of this proposal. Any new or revised specifications may require a revision to the proposal and adjustment in price and delivery."*

The proposal also included approximately 4.5 pages of comments and exceptions to the specifications. While many of the comments and exceptions appear to be clarifications that, in our opinion, would not constitute grounds for disqualification of the bid, several are material to the bid and bid price. For example:

1. The manufacturer's proposal states that "(1) Certified Drawing and (1) Operation & Maintenance (O&M) Manual per drive are included in the price," whereas Section 11221, 1.03, B requires three paper copies of the O&M Manual.

2. The manufacturer's proposal states that, "Sumitomo takes exception to all performance/fit-for-use guarantees . . .We take exception to all field performance test requirements." This appears to be in conflict with the requirements specified in Section 11221, 3.03 and 3.04, although later comments in the proposal appear to indicate that some of these services are included in the proposal price. It is not clear that the bid price includes all services specified in Section 11221, 3.03 and 3.04.

**McCafferty Brinson Consulting, LLC**
633 South Andrews Avenue, Suite 402, Fort Lauderdale, Florida 33301
Telephone: 954.797.7100 • Facsimile: 954.467.9870 • www.mccaffertybrinson.com • Florida License No. 26952

3. The manufacturer has taken exception to the use of the existing motor mounting pedestal, as specified in Section 11220, 1.01.

4. The manufacturer has taken exception to all of the referenced standards listed in Section 11221, 1.02, C.

5. The manufacturer has taken exception to several of the required submittals specified in Section 11221, 1.03. It is not clear whether these will be provided by AP or are not included in the bid price.

6. The manufacturer has taken several exceptions to the warranty and guarantee requirements specified under Section 11221, 1.04.

7. The manufacturer has taken exception to the welding requirements in Section 11221, 2.02, G.

It is our opinion that the failure to acknowledge Addendum No. 2 (and the included caveat related to the basis of the proposal), coupled with the above exceptions to the Specifications, renders AP's bid not comparable to the competing bids. On this basis, the City may consider AP's bid non-responsive.

The next lowest bidder is Condo Electric Industrial Supply, Inc. (CEIS) with a bid of $168,589.00. MBC found no discrepancies or inconsistencies in CEIS's bid. We have contacted the references provided by CEIS in their bid form for similar installations by CEIS's proposed manufacturer (Siemens Flender). The references indicated that the drive units supplied by Siemens Flender were of good quality and performed satisfactorily in their applications. In addition, the City of Pompano Beach currently has a Siemens Flender drive unit installed on Lime Softening Unit No. 2 that has been in service in excess of five years.

It is our opinion that CEIS is a responsive, responsible bidder and is capable of undertaking the Work. Considering that the apparent low bid submitted by Arroyo Process may be considered non-responsive for the reasons listed above, McCafferty Brinson Consulting, LLC recommends that the City award the contract to Condo Electric Industrial Supply, Inc.

If you have any questions or comments, please do not hesitate to contact me. We appreciate the opportunity to serve the City on this important project.

Sincerely,

Frank A. Brinson, P.E.
Vice President
**McCafferty Brinson Consulting, LLC**
fbrinson@mccaffertybrinson.com

cc: John Sfiropoulos, City of Pompano Beach
Phil Hyer, City of Pompano Beach

\\MBCSERVER\Public\Shared\Project Files\Pompano Beach\11-009 Lime Softening Unit Drive Replace\Bid Review\Bid award recommendation.doc

**The City of Pompano Beach**
**Bid L-51-15 - Furnish Lime Softening Gearbox Unit**

**BID TABULATION**

| Item | Description | Quantity | Unit | Arroyo Process | Condo Electric Industrial Supply, Inc. | Infilco Degremont, Inc. |
|---|---|---|---|---|---|---|
| 1. | Furnish one (1) new bolt-in drive mechanism to replace the existing bridge-mounted gear reducer and drive motor on the existing lime softening Unit #1. Lime Softening Unit No. 1 is a #29. The old gearbox and dive unit has been removed. The replacement drive unit shall be fully compatible with the existing mounting footprint on the existing support bridge, the existing flanged output shaft coupling and rotor-impeller mixer mechanism and all electrical and power supply connections as specified herein. | 1 | LS | $158,147.00 | $168,589.00 | $263,600.00 |
| | **GRAND TOTAL:** | | | **$158,147.00** | **$168,589.00** | **$263,600.00** |

McCafferty Brinson *consulting*

Bidder Name _____

**City of Pompano Beach, Purchasing Division**
**1190 N.E. 3rd Avenue, Building C**
**Pompano Beach, Florida, 33060**

# BID L-51-15 -- FURNISH LIME SOFTENING GEARBOX UNIT

August 18, 2015

The City of Pompano Beach is currently soliciting bids for the purchase of one (1) new bolt-in drive mechanism to replace the existing bridge-mounted gear reducer and drive motor on the existing Lime Softening Unit #1. Lime Softening Unit No. 1 is a #29 NS Accelator manufactured by Infilco Degremont, Inc. which was previously equipped with a Model KDNS 500 drive manufactured by Siemens Flender. Sealed bids will be received until **2:00 p.m. (local), September 22, 2015**, in the Purchasing office at 1190 NE 3rd Avenue, Building C, Pompano Beach, Florida 33060. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.

## SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

### A. Pre-Bid Conference and Site Visit

There will be an optional pre-bid conference to review the specifications and bid forms and answer questions from potential bidders on **August 27, 2015 beginning at 10:30 a.m.** in the Utilities Administration Building (EOC), 1205 N.E. 5th Avenue, Pompano Beach, Florida 33060. Attendance at this meeting is not mandatory to bid, but is highly recommended. A site visit will take place immediately following the Pre-Bid Conference. For those that do not attend the Pre-Bid Conference site visit arrangements must be made to conduct a site visit to become familiar with local conditions that may affect costs, progress, performance for furnishing of the specified gearbox unit.

Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance for furnishing of the specified gear box unit and which Bidder deems necessary to determine its Bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the bid. The project location is 1205 N.E. 5th Avenue, Pompano Beach, FL 33060. Access to this site is restricted. Bidders may contact John Sfiropoulos, Civil Engineer III (954) 545-7009 to schedule a site visit.

B. Intent

The intent of this bid is to establish a contract for the purchase of one (1) new bolt-in drive mechanism to replace the existing bridge-mounted gear reducer and drive motor on the existing Lime Softening Unit #1, delivered, as specified herein.

C. Basis of Award

Award will be made to the lowest responsive, responsible bidder based on the grand total.

D. Pricing

All prices bid shall be F.O.B. destination/delivered to Water Treatment Plant 301 NE 12 Street, Pompano Beach, FL 33060.

No minimum order quantities shall be stipulated by bidders.

E. Delivery

Bidders are to state the number of calendar days after receipt of an order required for delivery. The City seeks a source of supply that will provide accurate and timely delivery. The awarded bidder must adhere to delivery schedules. If, in the opinion of the General Services Director, the successful bidder(s) fail at any time to meet the requirements herein, including the delivery requirements, then the contract may be cancelled upon written notice. See Section II - General Conditions, (6) "Delivery," and (10) "Default," for additional information.

Awarded bidder must notify the City 15 days prior to delivery to allow the City to arrange for the gearbox to be offloaded by City personnel using City equipment. The delivery truck will be staged on the east side of the lime softening treatment units for the crane to offload. Proof of auto insurance is not required due to owner offloading of gearbox unit.

F. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal. Addenda will be posted to the City's website.

G. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than $5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the $5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

**Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.**

H. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division:

http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

**Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.**

I. Detail Specifications

This bid is for one (1) new bolt-in drive mechanism to replace the existing bridge-mounted gear reducer and drive motor on the existing Lime Softening Unit #1. Lime Softening Unit No. 1 is a #29 NS Accelator manufactured by Infilco Degremont, Inc. which was previously equipped with a Model KDNS 500 drive manufactured by Siemens Flender.

The replacement drive unit shall be fully compatible with the existing mounting footprint on the existing support bridge, the existing flanged output shaft coupling and rotor-impeller mixer mechanism and all electrical and power supply connections. The project location is at 1205 N.E. 5th Avenue, Pompano Beach FL 33060.

Refer to Specifications Section 11220 document posted with this bid for detailed specifications for this procurement.

J. Questions And Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids

1.1. Bidders must use the form furnished by the City.

1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.

1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.

1.4. Your sealed bid envelope should show the following information:

1.4.1. Your return mailing address in the upper left-hand corner.

1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.

1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: _____".

1.5. Use the following address for delivery of bids:

City of Pompano Beach
Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL 33060

1.6. Late bids will not be considered and will be returned unopened.

1.7. Bids transmitted by email or facsimile will not be accepted.

2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.

3. Signature Required

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED BIDS WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.

5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.

6. Delivery

6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.

6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.

6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)

7. Signed Bid Considered an Offer

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

8. 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 unless otherwise specified in this bid by the City.

9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.

10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.

11. Samples

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.

12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

13. Manufacturers' Certifications

The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.

14. Copyrights and Patent Rights

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

15. Laws and Regulations

All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

16. Taxes

The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.

17. Conflict of Instructions

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

18. Exceptions to Specifications

For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

19. Warranties

The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

20. Retention of Records and Right to Access Clause

The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.

21. Qualifications/Inspection

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

22. Anti-collusion Statement

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

23. Indemnification

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect,

and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

24. Reservation for Rejections and Award

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

25. Interpretations

Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

26. Failure to Respond

If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.

27. Bid Tabulations

Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.

28. Assignment

Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.

29. Termination for Convenience of City

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

30. Public Entity Crimes

In accordance with Florida State Statute 287.133 (2)(a): 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 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 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. Governing Procedures

This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.

32. Identical Tie Bids

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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 vendors have a Drug-free Workplace Program. In order to have a Drug-free Workplace Program, a business shall:

1) 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 actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's 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.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), 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 of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) 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.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

33. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.

34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

36. Notice To Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

37. Costs Incurred by Bidders

All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.

38. Public Records

1) Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding bidder/proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.

2.1) The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

2.2) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

Bidder Name _____

## SECTION III - PROPOSAL

IMPORTANT!!!
BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD
PER GENERAL CONDITIONS SECTION 3

| Item | Description | Quantity | Unit | Amount |
|---|---|---|---|---|
| 1. | Furnish one (1) new bolt-in drive mechanism to replace the existing bridge-mounted gear reducer and drive motor on the existing lime softening Unit #1 Lime Softening Unit No. 1 is a #29. The old gearbox and drive unit has been removed. The replacement drive unit shall be fully compatible with the existing mounting footprint on the existing support bridge, the existing flanged output shaft coupling and rotor-impeller mixer mechanism and all electrical and power supply connections as specified herein. | 1 | LS | $_____ |
| | GRAND TOTAL | | | $_____ |

State manufacturer/model bid: _____
(Include complete descriptive literature with your bid)

A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

State location for obtaining parts and service during and after the warranty period:

Company: _____
Address: _____
_____
Phone: _____
Contact: _____

Bidder Name _____

Delivery time after receipt of order _____ calendar days.

Awarded bidder must notify the City 15 days prior to delivery to allow the City to arrange for the gearbox to be offloaded by City personnel using City equipment. The delivery truck will be staged on the east side of the lime softening treatment units for the crane to offload. Proof of auto insurance is not required due to owner offloading of gearbox unit.

If awarded the contract resulting from this bid, will your company agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, agreement not required for contract award.)

_____ Yes _____ No

If awarded the contract resulting from this bid, will your company agree to sell additional items at the awarded contract price? Yes _____ No _____

State the time period applicable for such additional purchases: _____

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No ___ Yes ___ Name & position _____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program ___ No _____

Is your company a Small Business Enterprise? (if yes, please provide a copy of your certification)

Yes ___ No _____

Name & address of company submitting bid:

.....

.....

..... zip .....

Bidder Name _____

Federal Employer Identification #: .....

Telephone number: .....

"Fax" number: .....

Email: .....

Acknowledgment of the following Addenda is noted:

Addendum Number(s)_____ Date(s) Issued _____

| |
|---|
| **Manual signature of company officer: .....** |

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed): .....

Title of signer: .....

*** Furnish information in spaces provided, pages 9-11.

*** Submit one (1) original bid, and one (1) copy. Submit two (2) original copies of all enclosures such as brochures, manuals, etc.

*** Submit copy of the manufacturer's warranty.

Bidder Name _____

# STATEMENT OF NO RESPONSE
## BID L-51-15 -- FURNISH LIME SOFTENING GEARBOX UNIT

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

_____ We do not offer this product or an equivalent

_____ Our workload would not permit us to perform

_____ Insufficient time to respond to the Invitation for Bid

_____ Unable to meet specifications (explain below)

_____ Other (specify below)

Remarks _____

_____

_____

_____

_____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

Meeting Date: 10/27/2015 Agenda Item 4

REQUESTED COMMISSION ACTION:

x Consent ____ Ordinance ____ Resolution ____ Consideration/Discussion ____ Presentation

SHORT TITLE Approval to award Bid L-55-15, Reuse Treatment Plant Sodium Hypochlorite Feed System Upgrade, to the lowest responsive, responsible bidder Odyssey Manufacturing Company in the amount of $75,010.00.

## Summary of Purpose and Why:

Bid L-55-15 was issued for the Utilities Department to establish a contract for the furnishing of all design, permitting, labor, materials, equipment, documentation, supply of temporary systems, installation, training and startup services for the supply and installation of an upgrade to the existing sodium hypochlorite feed system at the City of Pompano Beach Utilities Reuse Treatment Plant. Bid award is recommended to the lowest responsive, responsible bidder, Odyssey Manufacturing Company in the amount of $75,010.00. City Commission approval of this contract award is requested.

(1) Origin of request for this action: Staff
(2) Primary staff contact: A. Randolph Brown, Utilities Director 954 786-7043
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding: From budgeted funds in account 420-7265-533.65-12, CIP 05-887 Capital Project / Construction.

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Utilities | 10/13/15 | APPROVED | |
| General Services | 10/13/15 | APPROVE | |
| Finance | 10/14/15 | approval | |
| Budget | 10/19/15 | Approve | Damauti for Ernest Peters |

X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | Resolution | Consideration | Workshop |
|---|---|---|---|
| 1st Reading | 1st Reading | Results: | Results: |
| 2nd Reading | | | |

# MEMORANDUM

Purchasing #16-003
October 12, 2015

To: Dennis W. Beach, City Manager

Through: Otis J. Thomas, General Services Director

From: Cassandra LeMasurier, Purchasing Supervisor

Subject: Award Bid L-55-15, Reuse Treatment Plant Sodium Hypochlorite Feed System Upgrade

Contract Need/Background

Bid L-55-15 was issued for the Utilities Department to establish a contract for the furnishing of all design, permitting, labor, materials, equipment, documentation, supply of temporary systems, installation, training and startup services for the supply and installation of an upgrade to the existing sodium hypochlorite feed system at the City of Pompano Beach Utilities Reuse Treatment Plant.

Attached you will find copies of a memorandum and the bid award recommendation form submitted by the Utilities Director, and copies of the bid tabulation, and bid solicitation document.

Bidders List

The Bidders List was created by using companies suggested by the requesting department, companies that have responded to prior bids, companies that have requested their names be placed on the Bid List, and companies from appropriate listings in other source books.

Number of firms attending the optional pre-bid conference ..... 4
Number of firms responding with bids ..... 1

Advertising

The Bid was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. Bid notices are also posted on the City's web page and sent to all registered bidders by email.

Funding

The contract will be funded from budgeted funds in account 420-7265-533.65-12 / CIP 05-887 Capital Project / Construction.

Award Recommendation

After reviewing the response to this bid with the Utilities Department it is recommended the award for L-55-15 be made to the lowest responsive, responsible bidder Odyssey Manufacturing Company in the amount of $75,010.00 for the bid.

Enclosures

cc: file

pompano beach
Florida's Warmest Welcome

Phone: (954) 545-7016

# City of Pompano Beach
## UTILITIES TREATMENT PLANT

Fax: (954) 545-7046

**MEMORANDUM NO. 16 - 02**

**DATE:** October 8, 2015

**TO:** Otis Thomas, General Services Director

**FROM:** Phil Hyer, Utilities Treatment Plants Superintendent

**C:** A. Randolph Brown, Utilities Director
Donovan Evans, Utilities Maintenance Supervisor

**SUBJECT:** Bid Award Recommendation L-55-15 Reuse Treatment Plant Sodium Hypochlorite Feed System Upgrade

---

The sodium hypochlorite feed system at the Reuse Treatment Plant provides disinfection for all reuse water treated within the plant. The current system has been in service for nearly fifteen years. Over that time, the bulk tanks have been replaced as well as the chemical feed pumps, which are included in the Reuse Plant Capital Replacement Program.

This procurement will provide a temporary sodium hypochlorite feed system, to ensure un-interrupted disinfection process operation, while the new system is installed. Three new bulk tanks, all new chemical fill lines, vent lines and feed piping will be supplied and installed. In addition, two new pump skid will be provided to house our existing feed pumps.

Over the last year, operations and maintenance staff have had numerous issues with leaks and loss of pump prime issues. This chemical feed system upgrade will address these issues and provide another extended life cycle for this critical treatment process.

Odyssey Manufacturing Company was the sole bidder for this bid. Odyssey is also our current sodium hypochlorite vendor and has expertise in chemical feed systems. Utilities staff recommends the issuance of bid award to Odyssey Manufacturing Company for Bid No. L-55-15 in the amount of $ 75,010.

Funding for this project is available in Reuse Treatment Plant Improvements (CIP 05-887) account # 420 7265 533 65.12.

# BID AWARD RECOMMENDATION FORM

From: Purchasing Division Cassie LeMasurier Date 10/8/2015

To: Utilities Department Attn.: Phil Hyer

Subject: Bid No. L-55-15 Item/service: Reuse Treatment Plant Sodium Hypochlorite Feed System Upgrade

Attached is the Bid Tabulation for subject item/service requisitioned by your department. Please complete this form in order that proper presentation and recommendations may be made to the City Commission for its approval, as appropriate. Your response should be typed. Please return this form to the Purchasing Division within three weeks of receipt.

This form must be accompanied by a memorandum explaining the item/service to be purchased, what it will be used for, stating that it is either a replacement or an additional item, and any other pertinent information which might be requested by the City Commission. This memo should also contain a detailed justification if you are rejecting a low bidder (see below).

1. SOURCE OF FUNDS:

Budgeted Code: 420 7265 533 65.12 (CIP 05-887)

Title: Reuse Treatment Plant Improvements

2. RECOMMENDATION:

(a) Which bidder do you recommend?

Odyssey Manufacturing Company

(b) Is the recommended bid the lowest bid received?

Yes X No _____

Note: If you recommend award to other than the low bidder detailed justification must be furnished for rejection of all lower bids, in an accompanying memorandum.

(c) If references were required, were they checked?

Yes _____ No _____ Not applicable for this bid _____

Signature: [signature] Date: 10/8/15

Title: Utilities Director
(Department Head)

**City of Pompano Beach**
**Reuse Treatment Plant Sodium Hypochlorite Feed System Upgrade**
**Bid L-55-15 Date: 10/6/2015**

| Line Item | Description | Odyssey Manufacturing Company<br>1484 Massaro Blvd.<br>Tampa, FL 33619 |
|---|---|---|
| 1 | Furnish all design, permitting, labor, materials, equipment, documentation, supply of temporary systems, installation, training and startup services for the supply and installation of an upgrade to the existing sodium hypochlorite feed system at the City of Pompano Beach Utilities Reuse Treatment Plant | $75,000.00 |
| | | |
| 2 | Indemnification | $10.00 |
| | | |
| | | |
| | **GRAND TOTAL** | **$75,010.00** |
| | | |
| | Completion times substantial/final completion: | 180 days / 210 days |

Florida's Warmest Welcome

# BID/CONTRACT DOCUMENTS

# REUSE TREATMENT PLANT SODIUM HYPOCHLORITE FEED SYSTEM UPGRADE

# BID L-55-15

**For the City of Pompano Beach, Florida**

**OPTIONAL PRE-BID CONFERENCE: SEPTEMBER 15, 2015, 9:00 a.m. (local)**
**REUSE TREATMENT PLANT**
**1799 NORTH FEDERAL HIGHWAY**
**POMPANO BEACH, FL 33062**

**BID OPENING: October 6, 2015, 2:00 p.m. (local)**
**PURCHASING DIVISION**
**1190 N.E. 3RD AVENUE, BUILDING C (FRONT)**
**POMPANO BEACH, FLORIDA 33060**

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## INVITATION TO BID

Sealed Proposals for **Bid L-55-15, Reuse Treatment Plant Sodium Hypochlorite Feed System Upgrade** addressed to the City of Pompano Beach, Purchasing Office, 1190 N.E. 3rd Avenue, Building C (front) Pompano Beach, Florida 33060, will be received until **2:00 p.m. (local), on October 6, 2015** and will be publicly opened and read aloud. Any bids received after the time and date will not be considered.

**An Optional Pre-Bid Conference will be held on Tuesday September 15, 2015 at 9:00 a.m. (local)** at the Reuse Treatment Plant, 1799 North Federal Highway, Pompano Beach, Florida 33062. **Attendance is highly recommended.** A site visit will be conducted immediately following the Pre-Bid Conference.

The work under this Specification includes the furnishing of all design, permitting, labor, materials, equipment, documentation, supply of temporary systems, installation, training and startup services for the supply and installation of an upgrade to the existing sodium hypochlorite feed system at the City of Pompano Beach Utilities Reuse Treatment Plant, The Work is to be done at the City of Pompano Beach Reuse Treatment Plant located at 1799 North Federal Highway, Pompano Beach, Florida 33062. This site has restricted access. Bidders may contact the Utilities Administration Office at 954-545-7016 to schedule a site visit. The project shall be completed within 120 days of the Notice to Proceed being issued.

Bid documents may be obtained at no charge from the City of Pompano Beach website www.pompanobeachfl.gov.

Each proposal must be submitted on the prescribed form and accompanied by a certified check or bid bond executed on the prescribed form, payable to the City of Pompano Beach, Florida, in an amount not less than 5 percent (5%) of the amount bid. The bid form must be filled in completely and accurately, particularly as it pertains to alternate bid items.

All bid bonds, contract bonds, insurance contracts and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida. **Insurance is required for all bids.**

In order to perform public work, the successful Bidder shall, as applicable, hold or obtain such Contractor' and Business Licenses as required by State Statutes.

Before a Contract will be awarded for the work contemplated herein, the OWNER will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of Work specified under the Contract Documents, and to postpone the award of the Contract for a period of time which, however, shall not exceed 90 Days from the bid opening date.

Dated this 3rd day of September, 2015
CITY OF POMPANO BEACH
By: Cassandra LeMasurier, Purchasing Supervisor

## INSTRUCTIONS TO BIDDERS

### 1. DEFINED TERMS

Terms used in these Instructions to Bidders, which are defined in the Standard GENERAL CONDITIONS of the Construction Contract, have the meanings assigned to them in the GENERAL CONDITIONS. The term "Bidder" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Invitation to Bid, Instructions to Bidders, the Bid Proposal, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

### 2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents may be obtained from the City of Pompano Beach website at no charge.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; the OWNER assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 OWNER, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

### 3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, and to be considered for award, each Bidder must submit written evidence, such as previous experience, present commitments and other such data as may be called for in this document.

### 4. PUBLIC ENTITY CRIMES

In accordance with Florida State Statute 287.133 (2)(a): 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 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 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### 5. DRUG FREE WORKPLACE

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Bidder should complete and provide Statement Under Section 287.087 Florida Statutes on Drug-Free Workplace.

## 6. ANTI-KICKBACK ACT

The successful bidder must comply with the Copeland "Anti-Kickback Act" (19 U.S.C. Section 874), as supplemented in U.S. Department of Labor Regulations (29 CFR, Part 3).

## 7. EXAMINATION OF CONTRACT DOCUMENTS AND SITES

7.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect costs, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify OWNER of all conflicts, errors or discrepancies in the Contract Documents.

7.2 Information and data reflected in the Contract Documents with respect to or contiguous to the site is based upon information and data furnished to OWNER by owners of such facilities or others, and OWNER does not assume responsibility for accuracy or completeness thereof unless it is expressly provided otherwise.

7.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.

7.4 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.

7.5 On request in advance, OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition, or better, upon completion of such explorations.

7.6 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

7.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section and the General Conditions, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## 8. INTERPRETATIONS AND ADDENDA

8.1 All questions are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060; questions may be submitted by fax to (954) 786-4168, or by email to purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number, and bid name and number.

All written questions must be received by **5:00 p.m. on September 29, 2015** at the above location. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect. Questions may be faxed to (954) 786-4168, referencing the bid number on all pages faxed.

8.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by the OWNER.

## 9. BID SECURITY

9.1 Each Bid must be accompanied by Bid security made payable to OWNER in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements stated herein.

9.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, (if provided as a cashier's check or bank officer's check), whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within 10 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have reasonable chance of receiving the award may be retained by OWNER until a completed contract has been issued, whereupon Bid security furnished by such Bidders will be returned.

9.3 The Bid Bond, if provided, shall be issued by a Company having a registered agent in the State of Florida. This check or bond shall be retained by the payee as liquidated damages should the bidder refuse or fail to enter into a contract with the payee for the execution of the work embraced in the proposal, in the event the proposal of the bidder is accepted.

## 10. CONTRACT TIME

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the section entitled Bid Proposal.

## 11. LIQUIDATED DAMAGES

11.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

11.2 All bidders must state in the Bid Proposal the amount of consideration required by the Bidder in return for the Bidder's promise of indemnity contained in the General Conditions. The amount to be stated shall be no less than $10.00.

## 12. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to OWNER, application for such acceptance will not be considered by OWNER until after the effective date of the agreement.

## 13. SUBCONTRACTORS, SUPPLIERS AND OTHERS.

13.1 Each Bid must identify the names and address of Subcontractors, Suppliers and other persons and organizations including those who are to furnish the principal items of material and equipment listed in the Bid Proposal section. If requested, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, other persons or organization, if requested by OWNER. If OWNER after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER subject to revocation of each acceptance after the Effective Date of Agreement.

13.2 In contracts where the Contract Price is on the basis of Cost-of-the Work Plus a fee, the apparent Successful Bidder, prior to the Notice Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER'S written consent.

13.3 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against who CONTRACTOR has reasonable objection.

## 14. BID PROPOSAL

14.1 The Bid Proposal is included with the Bidding Documents.

14.2 All blanks on the Bid Proposal are to be completed in ink or by typewriter. The City requests three (3) copies of the bid be submitted, (one original, and two copies). Bidders are to complete and return pages 12-24.

14.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

14.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

14.5 All names must be typed or printed below the signature.

14.6 The Bid should contain an acknowledgment of receipt of all Addenda (the numbers of which should be filled in on the Bid Proposal).

14.7 The address and telephone number for communications regarding the Bid must be shown.

14.8 All blank spaces in the bid form must be filled in, both words and figures where required. In case of discrepancy between unit prices and totals, unit prices will prevail.

## 15. SUBMISSION OF BIDS

15.1 Bids shall be submitted before the time and at the place indicated in the Invitation to Bid and shall be submitted in an opaque sealed envelope. The envelope shall be marked on the exterior with the Project title, City Bid Number, the name and address of the Bidder, and addressed to:

Cassandra LeMasurier, Purchasing Supervisor
City of Pompano Beach, Florida
1190 N.E. 3rd Avenue, Bldg. C (front)
Pompano Beach, Florida 33060

The Bid shall be accompanied by the Bid Security and other required documents. If not mailed, please deliver to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (front), Pompano Beach, Florida, 33060.

15.2 More than one Bid received for the same work from an individual, firm or partnership, Corporation or Association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of all such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

15.3 If you wish to receive a copy of the bid tabulation sheet after opening, please submit a stamped, self-addressed envelope with your bid. Bid results ***will not*** be read to you over the phone. Bid tabulations are also posted on the City's website.

## 16. MODIFICATION AND WITHDRAWAL OF BIDS

16.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

16.2 After bids are opened, and a contractor defaults on a City contract, the contractor may be banned from doing business with the City for a period of 36 months from the date of default.

## 17. OPENING OF BIDS

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

## 18. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.1 All bids will remain subject to acceptance for ninety (90) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

18.2 Extensions of time when Bids shall remain open beyond the ninety (90) day period may be made only by mutual agreement between OWNER, the Successful Bidder, and the surety, if any, for the Successful Bidder.

## 19. AWARD OF CONTRACT

19.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time and changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming nonresponsive, unbalanced or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum therefor will be resolved in favor of the correct sum.

19.2 In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid form or prior to the Notice of Award.

19.3 OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractor, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

19.4 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.

19.5 If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.

19.6 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within ninety (90) after the day of the Bid opening.

## 20. CONTRACT SECURITY

When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required Performance and Payment Bonds.

## 21. SIGNING OF AGREEMENT

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within fifteen (15) days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

## 22. TAXES

The CONTRACTOR shall pay all applicable sales, consumer, use and other similar taxes required by law. The CONTRACTOR is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

## 23. NOTICE TO CONTRACTOR

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

## 24. NON DISCRIMINATION

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

## 25. OCCUPATIONAL HEALTH AND SAFETY

In compliance with Chapter 442, Florida Statues, any items included in the latest edition of "Florida Substance List" which are delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:

(a) The chemical name and the common name of the toxic substance.

(b) The hazards or other risks in the use of toxic substance, including:

1. The potential for fire, explosion, corrosiveness, and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

3. The primary routes of entry and symptoms of overexposure.

(c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

(d) The emergency procedure for spills, fire disposal, and first aid.

(e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

(f) The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to:

Department of Labor and Employment Security, Division of Safety, 2002 Old St. Augustine Road, Tallahassee, Florida, 32399; telephone: 1-800-367-4378.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION, IN ACCORDANCE WITH O.S.H.A. STANDARDS.

Notice: Federal I.D. Number must be referenced on your invoice for us to process payment. Please note I.D. Number on Bid Response page.

## 26. PERMITS AND FEES

The Contractor awarded the project which is the scope of this bid document shall be required to obtain and pay for the permits and/or fees indicated on the chart below in the amounts set forth or pursuant to the formula for percent or unit method which is indicated.

Fees cannot be waived and must be collected by the City from the Contractor. Contact the City Department indicated for additional details regarding the required permit and fee.

| FEE OR PERMIT | CITY DEPARTMENT | COST (SET FEE OR PERCENT OF PROJECT AMOUNT) |
|---|---|---|
| All construction within City right-of-way | Engineering | Waived |
| All utilities tie-ins to City water, sewers, and drainage | Engineering | Waived |
| Paving | Engineering | Waived |
| Fire plan review for new construction, additions and alterations | Building Inspection | See City Code of Ordinances 95.14 |
| Fire alarm and fire sprinkler plan review (new installations) | Fire Plan Review | See City Code of Ordinances 95.14 |
| Fire hydrant flow test | Fire Plan Review | See City Code of Ordinances 95.14 |
| Business Tax Receipt (only if the contractor has a temporary office in the City of Pompano Beach) | Zoning | See City Code of Ordinances |
| Site plan review | Zoning | See City Code of Ordinances |
| Rezoning | Zoning | See City Code of Ordinances |
| Variance | Zoning | See City Code of Ordinances |
| Tree Permit application fee | Zoning | See Zoning Code/City Code of Ordinances |
| Landscape reinspection fee | Zoning | See Zoning Code/City Code of Ordinances |
| Capital recovery fees | Customer Service | See City Code of Ordinances 50.13 and 51.11 |
| Tapping fee | Customer Service | See City Code of Ordinances |
| Deposits (water bill) | Customer Service | Deposit based upon size of meter (only applies if contractor responsible for water bills during period between meter installation and City acceptance of project.) |
| Administrative fee | Customer Service | See City Code of Ordinances |
| Building permit | Building Inspection | See Bldg Fee Schedule/City Code of Ordinances |
| Building Reinspection fee | Building Inspection | See Bldg Fee Schedule/City Code of Ordinances |
| Certificate of occupancy | Building Inspection | See Bldg Fee Schedule/City Code of Ordinances |
| Lien law | Building Inspection | $5.00 |
| Surcharge Bwd. Cty. Bd. of Rules & Appeals | Building Inspection | $0.60 per $1,000 valuation |
| Surcharge Fla. Statute 553.721 | Building Inspection | 1.5% of permit fees, minimum $2.00 |
| Surcharge Fla. Statute 468.631 | Building Inspection | 1.5% of permit fees, minimum $2.00 |

**BID PROPOSAL**

**PROJECT IDENTIFICATION**

Project Name: Reuse Treatment Plant Sodium Hypochlorite Feed System Upgrade

Bid Number: L-55-15

**THIS BID IS SUBMITTED TO**

OWNER: City of Pompano Beach, Florida

Address: 1190 N. E. 3rd Avenue, Building C, Pompano Beach, Florida 33060

**BIDDER-COMPANY NAME**

Name: _____

Address: _____

_____

**NAME OF PERSON TO CONTACT FOR ADDITIONAL INFORMATION ON THIS BID**

Name & Title: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Date: _____

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for ninety (90) Days after the Bid Opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by Bidding Requirements within ten (10) days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

| Date | Number |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

C. BIDDER has studied carefully all reports and drawings of physical conditions which are identified in the bid.

D. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (C) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

E. Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing site conditions and assumes responsibility for such. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said site are or will be required by Bidder in order to perform and furnish the Work at Work Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents.

F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

G. BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Bidder.

H. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or

corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidding or over OWNER.

4. BIDDER agrees that the construction of the Project will be **substantially complete within** ____ calendar days after the date when the Contract Time commences to run as provided in the GENERAL CONDITIONS, and **completed and ready for final payment within** ____ calendar days after the date when the Contract Time commences to run.

   BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

5. BIDDER agrees that all Federal, State and local sales and use taxes are included in the stated bid prices for the Work.

6. BIDDER further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit prices (if applicable) represent a true measure of the labor, materials, equipment and any other incidentals required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

7. **BID PROPOSAL**

The work under this Specification includes the furnishing of all permitting, labor, materials, equipment, documentation, supply of temporary systems, installation, training and startup services for the supply and installation of an upgrade to the existing sodium hypochlorite feed system at the City of Pompano Beach Utilities Reuse Treatment Plant, according to the plans and as specified herein:

(The rest of the page has been left blank intentionally.)

| Item | Description | Unit | Amount |
|---|---|---|---|
| 1. | Furnish all design, permitting, labor, materials, equipment, documentation, supply of temporary systems, installation, training and startup services for the supply and installation of an upgrade to the existing sodium hypochlorite feed system at the City of Pompano Beach Utilities Reuse Treatment Plant | LS | $_____ |
| 2. | Indemnification | LS | **$10.00** |
| | **GRAND TOTAL** | | **$**_____ |

**8.** The above includes all the necessary excavation, backfill, grading, restoration, and removal of materials attendant upon the construction of the work, complete in place, and the disposal of all excess materials, and the final cleaning up of the work.

DATE _____ BIDDER: _____
(Corporation Name) (Partnership Name) (Trade Name)

BY: _____
Name & Title of Signer

_____
Manual Signature

Company Name: _____

Company Address: _____

_____(Zip) _____

Telephone #: (_____)_____

Email Address _____

Federal I.D. #_____

State of Florida Contractor's license #_____

Broward County Certificate of Competency #:_____
Expiration Date: _____

**9.** At the preconstruction conference, the BIDDER shall submit a complete detailed schedule of shop drawing submittals which will show lead time for:

Date of Planned submittal.
Date of anticipated receipt of review (usually three weeks after submittal).
Delivery lead time.
Anticipated installation date.

**10. Qualifications Of Bidders**

To demonstrate qualifications to perform the Work, and to be considered for award, each Bidder must submit written evidence, such as previous experience, present commitments and other such data as may be called for below (or in SUPPLEMENTARY CONDITIONS). Each Bid must contain evidence of Bidder's qualification to do business in the State where the Project is located or covenant to obtain such qualification prior to executing the Agreement.

10.1 How many years has your organization been in business as a General Contractor?

_____

10.2 What is the last project of this nature that you have completed?

_____

10.3 Have you ever failed to complete work awarded to you? If Yes, where and why?

_____

_____

10.4 List all work performed over the last year.

Project Name _____

Owner's Name _____

Owner's Address _____

_____

Phone Number _____

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

(Attach additional information as required)

10.5 List all work of similar type, complexity, and comparable value over the past five (5) years and the nature of work performed. (Attach additional information on separate sheet)

Project Name _____

Owner's Name _____

Owner's Address _____

_____

Phone Number _____

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

10.6 The following are names as five (5) individuals or corporations for which you have performed work of this nature and to which you list as references, excluding the City of Pompano Beach.

| NAME | ADDRESS | TELEPHONE | CONTACT PERSON |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

10.7 Have you personally inspected the proposed work and have you a complete plan for it performance?

_____

10.8 Will you sub-contract any part of this work? _____ Yes _____ No
If Yes, list all proposed subcontractors to be used on this project if the Bidder is awarded the Contract for this project. The successful Bidder shall submit a COMPLETE list of any work that he proposes to subcontract and the proposed subcontractors prior to execution of the contract.

| CLASSIFICATION OF WORK | NAME AND ADDRESS OF SUBCONTRACTOR |
|---|---|
| | |
| | |
| | |
| | |

(Submit any additional contractors to be used on a separate sheet.)

10.9 The following information shall be provided for this project:

(a) Estimated total construction manhours _____

(b) Percent manhours to be performed by Contractor's permanent staff _____

(c) Percent manhours to be performed by direct hire employees _____

(d) Percent manhours to be performed by Subcontractors _____

**11. Equipment**

11.0 What equipment do you own that is available for the proposed work?

_____

_____

_____

11.1 What equipment will you rent for the proposed work?

_____

_____

11.2 What equipment will you purchase for the proposed work?

_____

_____

## 12. Conflict Of Interest

For purposes of determining any possible conflicts of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business.

Indicate either "yes" (a City employee is also associated with your business), or "no". If yes, give person(s) names and position(s) with your business.

Yes _____ Name(s) and Position(s) _____

No _____

(Note: If answer is "yes", you must file a statement with the supervisor of Elections, pursuant to Florida Statutes 112.313).

**13.** If the BIDDER is:

An Individual

By

_____(SEAL)

(Individual's Name)

doing business as

_____

Business address:

_____

_____

Phone No.:

_____

A Partnership

By

_____(SEAL)

(Firm Name)

_____

(General Partner)

Business address:

_____

Phone No.:

_____

A Corporation

By

_____

(Corporation Name)

_____

(State of Incorporation)

By

_____

(Name of Person Authorized to sign)

_____

(Title)

(Corporate Seal)

Attest

_____
(Secretary)

Business address:

_____

_____

Phone No.: _____

A Joint Venture

By

_____
(Name)

_____
(Address)

By

_____
(Name)

_____
(Address)

(Each joint venturer must sign. The name for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

**TO BE RETURNED WITH BID**

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Florida Statutes, Section 287.087. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision 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 vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

(1) 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 actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's 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.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1) 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.

(5) 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 an employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that his firm complies with the above requirements.

_____ _____
CONTRACTOR'S SIGNATURE CONTRACTOR'S PRINTED NAME

Date: _____

**BID BOND**

STATE OF FLORIDA )
ss
)

KNOW ALL MEN BY THESE PRESENTS, that we , _____

_____ as principal, and

_____

hereinafter called Surety, are held and firmly bound unto The City of Pompano Beach, Pompano Beach, Florida, a political subdivision of the State of Florida, and represented by its City Commission hereinafter called OWNER, in the sum of _____ Dollars ($ _____ ) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigned, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

(Bid Name) _____

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that is the Principal within 10 consecutive calendar days after written notice of such award being given to Principal, enters into the contract to such award and gives a Performance and Payment Bond, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; in the event of the failure of Principal to enter into such contract and bond, the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay the sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, the said _____,
as Principal herein, has caused these presents to be signed in the name by its _____
_____ and attested by its _____ under its corporate seal,
and the said _____
_____ as Surety herein, has caused these presents to be signed in its name by
its _____
under its corporate seal, this _____ day of _____ A.D. _____ (year)

Signed, sealed and delivered in
the presence of:

_____
Principal -

_____

By: _____

_____
As to Principal

_____

Surety
By:_____
Attorney-in-Fact
(Power-of-Attorney to be attached)

_____

By: _____
Resident Agent

END OF SECTION

## SAMPLE AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year _____ by and between CITY OF POMPANO BEACH, FLORIDA (hereinafter call OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. **WORK**

The project consist of the furnishing of all labor, equipment and materials for:

_____
_____
_____
_____
_____
_____

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: (Bid Name)_____.

**Article 2. ENGINEER**

The Project has been designed by _____ who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 3. CONTRACT TIME**

The Work will be substantially completed within _____ days from the date the Contract Time commences to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within _____ days from the date the Contract Time commences to run.

**Article 4. LIQUIDATED DAMAGES**

OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Article 3, above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. They also recognize the delays, expense and difficulties involved in the proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER two hundred and 00/100 dollars ($200.00) for each day that expires after the time specified in Article 3 for Substantial Completion, plus any monies paid by the

OWNER to the ENGINEER for additional engineering and inspection services until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER one hundred and 00/100 ($100.00) for each day that expires after the time specified in Article 3 for completion of Work and readiness for final payment, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services.

## Article 5. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

See BID PROPOSAL attached from bid/contract documents.

## Article 6. PAYMENT PROCEDURES

6.1 CONTRACTOR shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by ENGINEER as provided in the GENERAL CONDITIONS.

6.2 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

6.2.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and such amounts as ENGINEER shall determine, or OWNER may withhold, accordance with the GENERAL CONDITIONS.

10% of Work completed will be withheld by OWNER as retainage.

6.2.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with the GENERAL CONDITIONS.

6.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said GENERAL CONDITIONS.

## Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract documents,

Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the bid, and accepts the determination set forth in the bid of the extent of the technical data contained in such reports and Drawings upon which CONTRACTOR is entitled to reply.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to or to supplement physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, or investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

## Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 This Agreement.

8.2 Exhibits to this Agreement.

8.3 Performance and other Bonds, identified as exhibits Performance and Payment Bond.

8.4 Notice of Award.

8.5 GENERAL CONDITIONS.

8.6 SUPPLEMENTARY CONDITIONS.

8.7 Specifications bearing the title (Bid Name _____ consisting of (# of sections ____) and (_____)pages, as listed in table of contents thereof.

8.8 Drawings, consisting of a cover sheet and sheets numbered (___) through (____) inclusive with each sheet bearing the following general title:

(Bid Name) _____

8.9 Addenda numbers _____ to _____, inclusive.

8.10 Contractor's Bid pages.

8.11 Contractor's Sworn Statement on Drug-Free Workplace Section 287.087, Florida Statutes, on Drug-Free Workplace and consisting of one (1) page.

8.12 Documentation submitted by CONTRACTOR prior to Notice of Award (Pages _____ to _____, inclusive).

8.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

8.14 The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in the Article 8.

8.15 The insurance certificate detailing terms and provisions of coverage as required by the bid and approved by the City of Pompano Beach Risk Manager.

The Contract Documents may only be amended, modified or supplemented as provided in the GENERAL CONDITIONS.

**Article 9. MISCELLANEOUS**

9.1 Terms used in this Agreement which are defined in the GENERAL CONDITIONS will have the meanings indicated in the GENERAL CONDITIONS.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction my be limited by law), and unless specifically stated to the Contrary in any written consent to an assignment no

assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Witnesses:

**CITY OF POMPANO BEACH**

_____

By: _____
Lamar Fisher, Mayor

_____

By: _____
Dennis W. Beach, City Manager

Attest:

(SEAL)

_____
Asceleta Hammond, City Clerk

Approved as to form:

_____
Gordon B. Linn, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

**CONTRACTOR**

_____
(Print name of company

Witnesses:

By:_____

_____

Print Name:_____

_____

Title:_____

## ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF }
} ss:
COUNTY OF }

On this _____ day of _____, _____, before me personally came and appeared _____, to me known to me to be the person described in and who executed the foregoing contract and acknowledged that he executed the same.

Witness my hand and official notarial seal at _____ _____ the day and year above written.

_____
Notary Public

My Commission Expires: _____

## ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF }
} ss:
COUNTY OF }

On this _____ day of _____, _____, before me personally came and appeared _____, known to me to be one of the members of the partnership of _____ _____ described in and who executed the foregoing instrument and he acknowledged that he executed the same on behalf of said partnership and that same is the act and deed of said partnership.

Witness my hand and official notarial seal at _____ _____ the day and year above written.

_____
Notary Public

My Commission Expires: _____

## ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF }
} ss:
COUNTY OF }

On this _____ day of _____, _____, before me personally came and appeared _____, to me known, who, being by me duly sworn, did depose and say that he resides at _____ _____, that he is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that he is the proper official of said corporation designated to execute such contract, that he has authority so to do, that he executed same for and in behalf of said corporation, and this his act is the act and deed of said corporation.

Witness my hand and official notarial seal at _____ _____ the day and year above written.

_____
Notary Public

My Commission Expires: _____

## General Conditions of the Contract

### ARTICLE 1. DEFINITIONS.

1.01 **The Contract Documents:** The Contract Documents consist of the Agreement Form, Addenda, Supplementary Conditions, General Conditions, Documents contained in the Project Manual, Drawings, Plans, Specifications, and all modifications issued after execution of the Contract.

1.02 **The Owner, the Contractor, and the Project Consultant:** are those mentioned as such in the Contract Documents.

1.02.01 **Owner**: The City of Pompano Beach, Florida, (also referred to as the "City").

1.02.02 **Contractor**: The "party of the second part" to the Contract. The person, firm or corporation with whom a contract has been made with the Owner for the performance of the Work defined by the Contract Documents.

1.02.03 **Project Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services for development of the design and Contract Documents for the Work of this Project and provide Construction Contract Administration as described in the Contract Documents.

1.03 **City Engineer:** City Engineer of the City of Pompano Beach, Florida.

1.04 **Final Completion**: Means that date subsequent to the date of Substantial Completion at which time the Contractor has completed all of the Work (or designated portion thereof) in accordance with the Contract Documents as certified by the Project Consultant and/or approved by the Owner. In addition, Final Completion shall not be deemed to have occurred until any and all governmental bodies, boards, entities, etc., which regulate or have jurisdiction of the Work, have inspected, approved and certified the Work.

1.06 **Inspector:** An employee(s) of The City of Pompano Beach, Florida, referred to hereinafter as the "**Inspector,**" who(m) is/are assigned by the City Engineer to periodically inspect the Project during the construction process, and who assist(s) the City Engineer in reviewing field performance and its compliance with the Contract Documents.

1.06.01 **Resident Inspector:** An employee or subconsultant of the **Project Consultant** employed to perform either periodic or full-time specific inspection duties.

1.07 **Other Contractors**: Any person, firm or corporation with whom a Contract has been made by the Owner for the performance of any work on the site, which work is not a portion of the Work covered by the Contract.

1.08 **Owner's Representative**: The City Official who has been delegated responsibility by the City Manager to act as the City's project coordinator. (In most cases, the City Engineer shall be assigned this duty.)

1.09 **Phase**: A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion, and liquidated damages. A Phase may be designated for completion by the Owner's own forces, or by Other Contractors.

1.10 **The Project**: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

1.11 **Punch List**: A list of items of work required to render complete, satisfactory, and acceptable the construction services provided for in the Contract Documents and created pursuant to Florida Statute 218.735(7)(a).

1.12 **Subcontractor**: A person or entity other than a materialman or laborer who enters into a Contract with Contractor for the performance of any part of Contractor's Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

1.13 **Sub-subcontractor**: A person or entity other than a materialman or laborer who enters into a contract with a Subcontractor for the performance of any part of such Subcontractor's contract. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor. The term "Sub-subcontractor" does not include separate subcontractors of a separate contractor.

1.14 **Submittals**: Are prepared by the Contractor or those working on his behalf (subcontractors, material suppliers, and others) to show how a particular aspect of the Work is to be fabricated and installed. The Contractor's submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, workmanship bonds, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications, periodic and final "as-builts", surveys, videos and other types of information described in the specifications.

1.15 **Substantial Completion**: The term Substantial Completion as used herein, shall mean that point at which, as certified in writing by the Project Consultant, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.

1.16 **Subconsultant:** A person or organization of properly registered professional architects, engineers or other design professionals who has entered an agreement with the Project Consultant to furnish professional services in support of the Project Consultants agreement with the Owner.

1.17 **Superintendent**: The executive representative for the Contractor present on the work at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant and capable of superintending the work efficiently.

1.18 **Work**: The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.19 **Written Notice**: Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last business address known to him who gives notice. Electronic, FAX or other telephonic transmission shall not be considered as written notice.

## ARTICLE 2. THE WORK.

2.01 The Contractor shall perform all of the Work required by the Contract Documents and shall provide materials, supplies, tools, equipment, labor and services directly related to the Work, and shall perform the Work in a good and workmanlike manner with sufficient manpower to perform the Work in accordance with the time requirements set forth in the Contract Documents, and shall perform all other acts and supply all other things necessary to complete the Work in strict accordance with the Contract Documents.

2.02 When completed the Work shall conform to the requirements of the Contract Documents and be completely ready for occupancy and finally completed.

2.03 The Contractor represents and warrants to the Owner that:

2.03.01 It is financially solvent and has sufficient working capital to perform the obligations under this Construction Contract;

2.03.02 It is experienced and skilled in the construction of the type of project described in the Contract Document;

2.03.03 It is able to provide the labor, materials, equipment and machinery necessary to complete the Work for the agreed upon price;

2.03.04 It is fully licensed under all applicable laws and authorized to do business in the State of Florida in the name of the entity identified as the "Contractor" in the Construction Contract, and is legally permitted to perform all the work set forth in this Construction Contract.

2.03.05 It has visited the jobsite and examined its nature and location, including without limitation: the surface conditions of the site and any structure or obstruction both natural or man-made; the surface water conditions and water ways of the site and surrounding area; the subsurface conditions of the land as disclosed by soil test borings; and the location of electric and utility lines and water, sanitary, sewer and storm drain lines, as well as site ingress and egress. The Contractor acknowledges receipt and has reviewed the site geotechnical report provided for the Owner.

2.03.06 It will comply with all federal, state and local governmental laws, rules and regulations relating to its responsibilities as set forth in the Contract Documents.

## ARTICLE 3. COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS.

3.01 The Contractor represents that:

3.01.01 The Contractor and Subcontractors have fully examined and compared all Drawings, Specifications and other Contract Documents including but not limited to those relating to the architectural, structural, mechanical, electrical, civil engineering and plumbing elements and have compared and reviewed all general and specific details on the Drawings and the various technical and administrative requirements of the Specifications.

3.01.02 All construction materials, labor, methods, means, techniques, sequences and procedures required to carry out the Work, all safety precautions and programs required in connection with carrying out the Work, all conflicts, discrepancies, errors and omissions that Contractor is aware of as a result of the examination and comparison of the Contract Documents have been either corrected or clarified to the satisfaction of the Contractor prior to execution of this Construction Contract.

3.01.03 The Contract Sum is reasonable compensation and represents the total lump sum cost for the Work and that all systems and Work shall be functional and in accordance with the requirements of the Contract Documents.

3.01.04 The Contract Time is adequate for the performance of the Work.

3.02 The Contractor is responsible for all means, methods, techniques and sequencing of construction.

3.03 If, after execution of this Construction Contract, the Contractor detects a conflict, discrepancy, error or omission in the Contract Documents then it shall immediately notify Project Consultant and Owner prior to proceeding with the specific portion of the Work.

## ARTICLE 4. INTENT AND INTERPRETATION.

4.01 With the respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:

4.01.01 The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract and shall immediately give written notice to the Owner and the Project

Consultant of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.

4.01.02 The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

4.01.03 The intent of the Contract Documents is to include all labor, materials, equipment services and transportation necessary for the proper execution of the Work. The Contractor shall continually refer to drawing, specifications and other Contract Documents in this regard.

4.01.04 In the event of a conflict among the Contract Documents, the most stringent requirement to the Contractor shall control.

4.02 The Project Consultant shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder.

4.02.01 The Project Consultant shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes, change order requests, substitution requests, requests for interpretation and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

4.02.02 Interpretations and decisions of the Project Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents.

4.02.03 In the capacity of interpreter the Project Consultant shall endeavor to secure faithful performance by both the Owner and the Contractor, and shall not show partiality to either.

## ARTICLE 5. OWNERSHIP OF THE CONTRACT DOCUMENTS WHICH MAKE UP THE CONTRACT

5.01 Subject to any rights the Project Consultant may have, the Contract Documents and each of them, as well as any other documents, intellectual property, software, computer-assisted material or disks relating to or regarding the Work, shall be and remain the property of the Owner. This shall be the case even if prepared, created or provided by the Project Consultant, Contractor, Subcontractor or others.

5.02 The Contractor shall have the right to keep copies of same upon completion of the Work; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of same on other projects without the Owner's prior written authorization.

5.03 The Contractor agrees to provide any and all items referred to in this Paragraph to Owner upon demand by Owner. In the event Contractor fails to provide same to Owner as demanded, Contractor acknowledges that the Owner will need same and will be irreparably harmed and be subject to an injunction to provide same.

## ARTICLE 6. TEMPORARY UTILITIES.

6.01 Water For Execution of the Work: The Contractor shall provide temporary water lines sufficient to supply all water needed for the construction and other services required by the Contract Documents and shall pay for all service connections and water used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.

6.02 Electrical Energy: The Contractor shall provide temporary electrical energy and power lines sufficient to supply all electricity needed for the construction and other services required by the Contract Documents and shall pay for all service connections and electricity used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.

6.03 Temporary Sanitary Facilities And Sewers:

6.03.01 The Contractor shall provide and maintain in a neat and sanitary condition such accommodations and facilities for the use of his employees as may be necessary to comply with the regulations of any governmental agencies, departments, etc. which address or govern these issues.

6.03.02 No nuisance will be permitted.

6.03.03 Upon completion of Work, such facilities shall be removed and the premises left in a sanitary condition.

6.03.04 Contractor is not permitted to use restrooms or other sanitary facilities within the Owner's existing building or on-site facilities unless the contrary is provided for elsewhere in the Contract Documents.

**ARTICLE 7. PROGRESS.**

7.01 Contractor shall provide the Owner with full information in advance as to its plans for performing each part of the Work. This shall include, but not be limited to, schedules provided to the Owner as Post-Award Information and subsequently updated schedules submitted to the Owner on a monthly basis as required in Article 10 below, as a condition precedent to payment(s).

7.01.01 Such schedule shall be in a form acceptable to the Owner.

7.01.02 The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project.

7.01.03 Each such revision shall be provided to the Owner and the Project Consultant.

7.01.04 Compliance with the requirements of this Subparagraph shall be a condition precedent to payment to the Contractor, and failure by the Contractor to comply with said requirements shall constitute a material breach of this Contract.

7.01.05 By providing these Schedules to Owner, Owner does not in any way acknowledge or consent that the Schedules are acceptable or reasonable, but it is simply reviewing same for its own informational purposes.

7.02 If at any time during the progress of Work, the Contractor's actual progress is inadequate to meet the requirements of the Contract Documents, such as the required completion dates, the Owner may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress so as to complete the Work on or before the required Substantial Completion Date.

7.02.01 If within a reasonable period as determined by Owner, the Contractor does not improve performance to meet the requirements of the Contract Documents, such as the required completion dates, then the Owner may require an increase in any or all of the following: Contractor's Subcontractor crews and Contractor's own labor force, the number of shifts, overtime operation, Contractor's supervision and additional days of work per week, all without cost to Owner.

7.02.02 Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of work and rate of progress required by the Contract Documents.

7.03 Failure of Contractor to comply with the instructions of the Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within the time specified.

7.04 Upon such determination, Owner, in addition to any and all other rights set forth in the Contract Documents and remedies afforded Owner under the Contract Documents or at law, may:

7.04.01 Elect to proceed with the Work with its own employees, agents, contractors, subcontractors, suppliers and assess all costs, expenses or fees for same against contractors and/or

7.04.02 Terminate for cause Contractor's right to proceed with the performance pursuant to the Contract Documents, or any separable part thereof, in accordance with the applicable provisions of the Contract Documents.

## ARTICLE 8. EXPEDITING

8.01 The Work, equipment and material provided under this Contract may be subject to expediting by Owner.

8.02 Owner shall be allowed reasonable access to the shops, factories and other places of business of the Contractor and/or Subcontractors for expediting purposes.

8.03 As required by Owner, Contractor shall supply schedules and progress reports for Owner's use in expediting, and Contractor shall cooperate with Owner and require Subcontractors to cooperate with Owner in such expediting.

8.04 Any expediting performance by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be provided under the Contract Document.

## ARTICLE 9. COMPLETION

9.01 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Project Consultant a comprehensive Punch List of items to be completed or corrected prior to final payment. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.01.01 For a Project with an estimated cost of less than $10 million, the Punch List shall be completed within thirty (30) calendar days after Substantial Completion of the Project, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.

9.01.02 For a Project with an estimated cost of $10 million or more, the Punch List shall be completed within thirty (30) calendar days, unless otherwise extended elsewhere in the Contract Documents, but not to exceed sixty (60) calendar days, after reaching Substantial Completion, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.

9.02 For a Project involving the construction of more than one building or structure, or involving a multiphased project, a Punch List shall be created for each building, structure, or phase of the Project pursuant to the limitations provided for above in 9.01.01 and 9.01.02, as applicable.

9.03 The failure to include any corrective work or pending items not yet completed on the List does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the contract. All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor as defined by the Contract Documents.

9.04 Upon completion of all of the items on the Punch List, the Contractor may submit a payment request for all remaining retainage withheld by the local governmental entity pursuant to this section. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the Owner may continue to withhold an amount not to exceed 150 percent of the total costs to complete the outstanding item.

9.05 In the event that the Contractor fails, in whole or in part, to comply with the obligations and responsibilities required hereunder in paragraph 9.01, the Owner need not pay or process any payment request for remaining retainage.

## ARTICLE 10. CONTRACT PAYMENTS

10.01 Schedule of Values:

10.01.01 The Contractor shall maintain and update the Schedule of Values originally provided to the Owner as Post-Award Information.

10.01.02 The Contractor's Schedule of Values apportions the Contract Price among the different elements of the required Work for purposes of periodic and final payments and shall be submitted as detail in support of the Contractor's monthly Application for Payment.

10.01.03 The Schedule of values shall be presented with such detail, and supported with whatever information the Project Consultant or the Owner reasonably requests.

10.01.04 The Contractor shall not imbalance its Schedule of Values nor artificially inflate or exaggerate any element thereof. Contractor's failure to comply with this provision shall be grounds for Owner to terminate Contractor, as provided for elsewhere herein.

10.02 The Owner shall pay the Contract Price to the Contractor in accordance with the procedures provided herein.

10.02.01 On or before the **15th** day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit an Application for Payment to the Owner for the period ending the last day of the previous month or other pay period as mutually defined and agreed to by the Contractor and Owner and as provided for in the Contract Documents. The Contractor shall also deliver a copy of the Application for Payment to the Project Consultant.

10.02.02 Said Application for Payment shall be in the format required elsewhere in the Contract Documents and include whatever supporting information as may be required by the Project Consultant, the Owner, or both.

10.02.03 The Owner shall not be required to pay for stored materials or equipment except as set forth in Article 25 below.

10.02.04 Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the Work has been properly installed or performed in substantial compliance with the requirements of the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested.

10.02.05 Upon receipt of the Application for Payment, the Project Consultant shall:

a. Within ten (10) days review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents.

b. Approve in writing the amount which, in the opinion of the Project Consultant, is properly owing to the Contractor.

10.02.06 The Owner shall make payment to the Contractor within fifteen (15) days following the Project Consultant's written approval of the Application for Payment but in no event later than twenty-five (25) days after the invoice was received by the Owner.

10.02.07 The Owner may reject the Application for Payment within twenty (20) business days after the date on which the Application for Payment is stamped as received. The rejection shall be in writing and shall specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.

10.02.08 If the Owner disputes a portion of an Application for Payment, the undisputed portion must be timely paid.

10.02.09 The Contractor may submit a corrected Application for Payment which corrects the deficiency or deficiencies specified in writing by the Owner. The Owner shall either pay or reject the corrected Application for Payment within ten (10) business days after receipt of same.

10.02.10 If a dispute regarding the Application for Payment cannot be resolved pursuant to the process outlined herein, it must be resolved in accordance with the dispute resolution procedures outlined in Article 45.

10.02.11 The amount of each monthly payment shall be the amount approved for payment by the Project Consultant less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by the Contract Documents or reasonable business practices. In the event of a dispute with regard to a portion of the Application for Payment, the Owner shall pay the undisputed portion pursuant to the timeline established in this Section.

10.02.12 The Project Consultant's approval of the Contractor's Applications for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in the Contract Documents.

10.02.13 The submission by the Contractor of an Application for Payment also constitutes an affirmative representation and warranty that all Work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance by any person whatsoever.

10.02.14 As a condition precedent to payment, the Contractor shall, as required elsewhere in the Contract Documents and as required by the Owner, also provide to the Owner documents relating to the Project, including but not limited to, updated schedules and daily logs, properly executed documents that all subcontractors, materialmen, suppliers or others having rights, acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any rights or other claims of any nature relating to the Project.

10.02.15 Furthermore, the Contractor warrants and represent that, upon payment of the Application for Payment submitted, title to all work included in such payment shall be vested in the Owner.

10.02.16 Dollar Value/Time Graphs: Each of the Contractor's Application for Payment shall be accompanied by a graph, prepared by the Contractor, that consecutively tracks the percentage of completion of both the Application for Payment's dollar value attained and the contract time (calendar days) elapsed, all coinciding with the date of the Application for Payment.

10.03 When payment is received from the Owner, the Contractor shall within five (5) days pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for all work covered by such payment. In the event such payments are not made in a timely manner the Owner may, in its discretion, invoke reasonable procedures in order to protect Owner's interest or Owner's desire to assist in having subcontractors, laborers, suppliers, materialmen or others paid.

10.04 It is mutually agreed that payments made under this Contract shall not constitute acceptance of defective or improper materials or workmanship nor shall same act as a waiver or release of future performance in accordance with the Contract Documents.

## ARTICLE 11. WITHHOLDING PAYMENT TO CONTRACTOR

11.01 The Owner may withhold as retainage ten (10) percent of the payment owed to the Contractor until fifty-percent (50%) completion of the Project. After fifty-percent (50%) completion is reached, the Owner will reduce the amount of retainage withheld from each subsequent progress payment to five percent.

11.01.01 Fifty-percent (50%) completion shall be defined in the Contract Documents. If not defined, fifty-percent (50%) completion shall be the point at which the Owner has expended fifty-percent (50%) of the total cost of the construction services purchased with all costs associated with existing change orders and any other additions or modifications to the construction services provided for in the Contract Documents.

11.01.02 After fifty-percent (50%) completion of the Project, the Contractor may present to the Owner an Application for Payment of up to one-half of the retainage retained by the Owner prior to the fifty-percent completion date. The Owner shall promptly make such payment unless the Owner has grounds for withholding the payment retainage as provided herein.

11.02 If the City pays the retainage amount upon the Contractor's request which is attributable to the labor, services, or materials supplied by one or more contractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors or suppliers.

11.03 Regardless of the provisions in this Article, in no event shall the Owner be required to pay or release any amounts that are the subject of a good faith dispute, a claim brought pursuant to Fla. Stat. § 255.05, or otherwise the subject of a claim or demand by the Owner.

11.04 In addition to the Retainage, payments, including but not limited to Final Payment, may be withheld or reduced by the Owner in its sole discretion if any of the following exists:

11.04.01 The Work is not proceeding in accordance with the Construction Documents Schedule as anticipated by the Project Consultant or the Owner. In that event, the Project Consultant or the Owner will assess the anticipated delay and the Owner will use the amounts specified for Liquidated Damages as the basis for amounts withheld. Said funds shall be held until such time as the Project Consultant or Owner determine that the Work is back on schedule. By making said funds available to Contractor, Owner does not waive its right to assess liquidated damages at the completion of the Project;

11.04.02 Liquidated Damages as set forth in this Contract;

11.04.03 Defective Work unremedied;

11.04.04 Punch-List items unremedied;

11.04.05 Subject to Owner's written notice to Contractor in accordance with the Contract Documents back charge items for work performed by Owner or another contractor at the request of Owner, which work is within the scope of the Work under this Construction Contract;

11.04.06 Claims filed by subcontractors, laborers, suppliers, materialmen or others;

11.04.07 Failure to comply with any and all insurance requirements;

11.04.08 Failure of the Contractor to make payment properly to Subcontractors or others;

11.04.09 Damage to the Owner or another contractor;

11.04.10 Reasonable evidence that the Work will not be completed on or before the Substantial Completion or Final Completion Date;

11.04.11 Failure of the Contractor to carry out any of its obligations in accordance with the Contract Documents;

11.04.12 Failure of the Contractor to submit the information or documents required by this Contract or reasonably required by Owner, including but not limited to schedules and daily logs.

## ARTICLE 12. CONTRACTOR'S RIGHT UPON NONPAYMENT.

12.01 If within thirty (30) days of the date payment to the Contractor is due, the Owner, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, the Contractor shall have the right to cease work until receipt of proper payment after first providing ten (10) days written notice of its intent to cease work to the Owner.

## ARTICLE 13. INFORMATION AND MATERIAL SUPPLIED BY THE OWNER.

13.01 The Owner shall furnish to the Contractor, prior to the execution of the Contract, any and all written and tangible material, including but not limited to surveys and other information concerning existing conditions on the Site.

13.02 The Owner shall also furnish, if appropriate, the legal description of the Project site, and any required survey.

## ARTICLE 14. LICENSES AND PERMITS.

14.01 All licenses and permits necessary to commence and prosecute the Work to completion shall be procured and paid for by the Contractor, unless expressly provided for elsewhere in the Contract Documents.

14.03 All easements and rights-of-way will be procured and paid for by the Owner unless otherwise specifically provided within the Contract Documents.

## ARTICLE 15. CEASE AND DESIST ORDER.

15.01 In the event the Contractor fails or refuses to perform the Work as required herein, the Owner may instruct the Contractor to cease and desist from performing the Work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected and the Owner instructs that the Work may resume.

15.02 In the event the Owner issues such instruction to cease and desist, and in the further event the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the Owner.

15.03 The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

## ARTICLE 16. DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR.

16.01 The Contractor shall perform the Work in accordance with the Contract Documents.

16.02 The Contractor shall supervise the Work and bear full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.

16.03 The Contractor hereby warrants that all labor provided under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all material and equipment provided shall be new and of high quality, that the Work will be complete, of high quality, without defects, and in compliance with the requirements of the Contract Documents. Any Work not complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty.

16.04 Unless expressly provided for elsewhere in the Contract Documents, the Contractor shall obtain and pay for all required permits, fees, and licenses and shall comply with all legal requirements applicable to the Work.

16.05 The Contractor shall prepare and submit schedules and supporting documentation as required elsewhere in the Contract Documents.

16.06 Record Keeping on Site:

16.06.01 The Contractor shall keep a daily log, an updated copy of the Contract Documents, approved shop drawings and other submittals, and other documents and materials as required by the Contract Documents at the site.

16.06.02 All of these items shall be available to the Owner and the Project Consultant at all regular business hours.

16.06.03 Upon final completion of the Work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner.

16.07 Shop Drawings And Other Submittals:

16.07.01 The Contractor shall submit for approval with reasonable promptness and in a timely manner so as to cause no delay in the Work, various submittals including shop drawings as required for the Work of the various trades.

16.07.02 These shop drawings and other submittals shall be in accordance with the requirements of the Contract Documents and shall be carefully checked in every respect and signed by the Contractor before submitting same to the Project Consultant.

16.07.03 Shop drawings and other submittals from the Contractor are not part of the Contract Documents but are documents prepared and utilized by the Contractor to coordinate the Work.

16.07.04 The Contractor shall not do any Work requiring shop drawings or other submittals unless such have been approved in writing by the Project Consultant.

16.07.05 All Work requiring approved shop drawings or other submittal shall be done in compliance with such approved documents. However, approval by the Project Consultant or the Owner shall not be evidence that Work installed pursuant thereto conforms with the requirements of the Contract Documents.

16.07.06 The Owner and the Project Consultant shall have no duty to review partial submittal or incomplete submittal except as may be provided otherwise within the Contract Documents.

16.07.07 The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection.

16.07.08 The Contractor shall have the duty to carefully review, inspect and examine any and all submittal and resubmittals before submission of same to Owner or the Project Consultant.

16.08 The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Project site of debris, trash and excess materials or equipment. In the event the Project is located at or near occupied facilities, then Owner may establish additional rules and regulations regarding condition at the Project, including but not limited to, keeping the Project and the occupied premises clean, safe and secure.

16.09 At all times, the Contractor shall permit the Owner and the Project Consultant to enter upon the Project site and to review or inspect the Work.

**ARTICLE 17. SUBCONTRACTS.**

17.01 The Contract Documents make no attempt to fix the scope of the Work of any Subcontractor nor the responsibilities of any such Subcontractor, it being understood that the Contractor shall fix the scope of all Work and responsibilities of the Subcontractor. Contractor shall not replace Subcontractor without good cause.

17.02 The Contractor shall continuously update information concerning Subcontractors submitted to the Owner as Post-Award Information by submitting:

17.02.01 The general form of Subcontract Agreement used by the Contractor within thirty (30) days of execution of the Construction Contract.

17.02.02 Updated listings of Subcontractors denoting changes to the list submitted as Post-Award Information within ten (10) days of said change.

17.02.03 Copies of executed Subcontractor Contracts within ten (10) days of their execution.

17.02.04 A complete accounting of all payments made to Subcontractors and the balances owed to the Subcontractors with each Application For Payment submitted by the Contractor.

17.03 All contracts with Subcontractors shall incorporate by reference the terms and conditions of this Construction Contract.

17.04 The Contractor shall cause and require to be included in all Subcontracts a provision for the benefit of the Owner binding the Subcontractors to remain bound by the Subcontracts in the event the Contractor is replaced by another contractor pursuant to the terms of the Contract Documents. The Contractor shall also include in all Subcontracts a provision requiring the Subcontractor, in the event of the Contractor's termination, to consent to the assignment of their Subcontracts to the Owner.

17.05 The Owner may at any time request from the Subcontractors, or any of them, a sworn statement of account with the Contractor and the Contractor shall cause to be included in all Subcontracts a requirement that the Subcontractors provide said sworn statement upon Owner's request.

17.06 Each Subcontractor and supplier must agree to assign all of its warranties to Owner. In addition each Subcontractor and supplier must warrant all of its Work, equipment, materials and labor to Owner in accordance with the terms and provisions of its contractual obligations to Contractor and any legal or statutory provisions that apply to its work, materials or equipment.

17.07 Owner may at its discretion require Contractor to have major sub-subcontractors or suppliers comply with the requirements of this Article 16 or other provisions of the Contract Documents.

## ARTICLE 18. CONTRACTOR'S SUPERINTENDENT

18.01 Before starting the Work, Contractor shall designate an English speaking, competent, authorized representative (hereinafter Superintendent), acceptable to the Owner, to represent and act for the Contractor. The Contractor shall:

18.01.01 Inform Owner, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitation on such authority.

18.01.02 Keep the Owner informed of any subsequent changes in the foregoing.

18.02 The Superintendent shall be present (or be temporarily represented by a person familiar with the project work activities and schedule) at the site of the Work at all times when the Work is actually in progress.

18.04 All notices, determinations, instructions and other communications given to the Contractor's Superintendent shall be binding upon the Contractor.

18.05 The Superintendent shall maintain a daily log/report which shall include at least the following information: weather conditions; trades at site; manpower totals by trade; heavy equipment in use; activities in progress; and inspections at site. Copies of the daily entries shall be provided to the Owner once per month, or as required elsewhere in the Contract Documents.

## ARTICLE 19. COOPERATION WITH OTHERS.

19.01 The Owner and other contractors and subcontractors may be working at the site during the performance of the Construction Contract, and Contractor's work may be interfered with as a result of such concurrent activities. Contractor shall fully cooperate with Owner and other contractors to avoid any delay or hindrance of the Work. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.

19.02 If any part of the Contractor's work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the Owner or separate contractor's work as fit and proper to receive Contractor's Work, except as to defects which may subsequently become apparent in such work performed by others.

## ARTICLE 20. SITE CONDITIONS.

20.01 Contractor shall have the sole responsibility to conduct reasonable inspection of the site and to satisfy itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of material; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions; location of underground utilities as depicted in the Contract Documents; governmental processes and requirements for obtaining permits other than issuance of the original building permits, certificates of occupancy and other regulatory/utility approvals; physical conditions at the work sites and the Project area as a whole; topography and ground surface conditions; subsurface geology, and nature and quality of surface and subsurface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Construction Contract; and all other matter which can in any way affect performance of the Construction Contract, or the cost associated with such performance.

20.02 The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully performing the Work.

20.03 Contractor may reasonably rely upon site documentation provided by the Owner. In the event that during the course of the Work Contractor encounters an underground utility facility that was not shown on the Contract Documents; or subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any work affected by such conditions, shall, within forty-eight (48) hours of their discovery, notify Owner and Project Consultant in writing of the existence of the aforesaid conditions. Project Consultant and Owner shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Project Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not changed as a result of the conditions, Project Consultant shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Owner and Contractor cannot agree on an adjustment in the Contract price or the Contract time, the adjustment shall be referred to Project Consultant for determination. Should Project Consultant determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, Project Consultant shall so notify Owner and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto. No request by Contractor for an equitable adjustment to the Contract under this provision shall be allowed unless Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Project Consultant as the date of substantial completion.

## ARTICLE 21. RESPONSIBILITY FOR WORK SECURITY.

21.01 Contractor shall at all times conduct, at its expense, all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property.

21.01.01 Contractor shall promptly take such reasonable precautions as are necessary and adequate against any conditions which involve risk of a loss, theft or damage to its property.

21.01.02 Contractor shall continuously inspect all of its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

21.02 Contractor shall comply with all applicable laws and regulations.

21.02.01 Contractor shall cooperate with Owner on all security matters as set forth elsewhere in the Contract Documents and shall promptly comply with any project security requirements established by Owner.

21.02.02 These security requirements may be more stringent in the event portions of the facilities or project are occupied or otherwise being used.

21.02.03 Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining property security for the above noted items, nor shall it be constructed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.

21.03 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall provide these reports to Owner in a timely manner.

**ARTICLE 22. PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT.**

22.01 Contractor shall be responsible for and shall bear any and all risks of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of the Work under this Contract.

22.02 Permanent openings for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the Work will be delivered to the Owner in proper, whole and unblemished condition.

**ARTICLE 23. ADMINISTRATION OF THE CONTRACT.**

23.01 The Project Consultant will provide Administration of the Contract.

23.01.01 For those projects for which the City Engineer serves as the Project Consultant, all references to the Project Consultant shall be considered to be the City Engineer.

23.01.02 In the event the Owner should find it necessary to replace the Project Consultant, the Owner shall retain a replacement and the role of the replacement shall be the same as the role of the original Project Consultant.

23.02 Unless otherwise directed by the Owner in writing, the Project Consultant will perform those duties and discharge those responsibilities allocated to the Project Consultant by the Owner.

23.03 Neither the Project Consultant nor the Owner will be responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs in connection with the Work or for the acts of omission or commission of the Contractor, its Subcontractors or their agents or employees.

23.04 The Project Consultant and Owner will each have the authority to reject Work which does not conform to the Contract Documents and to require special inspection or testing with prior approval by the Owner. Neither the Project Consultant's nor the Owner's authority to act under this Paragraph, nor any decision made by them in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Consultant or the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

23.05 The Contractor shall forward all communications to the Project Consultant, with simultaneous copies to the Owner.

23.06 The Project Consultant will review and certify the Contractor's Application for Payments which the Owner must subsequently approve prior to Payment of the Contractor.

23.07 The Project Consultant shall approve shop drawings for design only, the Contractor being responsible for all dimensions, quantities, etc., necessary to complete the Work in compliance with the Drawings and Specifications and other Contract Documents.

23.08 The duties, responsibilities and limitations of authority of the Project Consultant and the Owner will not be modified nor extended without written consent of the Contractor, the Project Consultant, and the Owner.

23.09 Notwithstanding anything to the Contrary in these General Conditions or any other "Contract Document" as that term is defined in the Professional Services Agreement between the City of Pompano Beach, Florida and the Project Consultant, it is not the intention nor shall any of the provisions of those documents act as a release, limitation or discharge of the obligations or responsibilities of the Project Consultant pursuant to its agreement with the Owner.

**ARTICLE 24. MATERIALS.**

24.01 The Contractor shall provide materials and equipment as required in the Contract Documents. No substitution will be permitted except in the instance where a material is no longer available during the progress of the Work or is deemed by the Owner to be no longer suitable or appropriate for incorporation into the Work or for obvious economic benefits accruable to the Owner.

24.01.01 Any such substitution must be approved by the Project Consultant and Owner prior to incorporation of the proposed substitution into the Work.

24.01.02 Proposed substitutions must be submitted for consideration from the Contractor to the Project Consultant and the Owner. Documentation for the proposed substitution must include, but is not limited to substantiation of the Contractor's efforts to obtain the originally specified materials including documentary evidence from the original materials' manufacturer that such materials are not available.

24.01.03 Product delivery lead times shall not serve as a basis for any substitution request except for where approved in advance by the Owner.

24.01.04 All additional costs incurred by the Owner as the result of any substitution will be the direct responsibility of and borne by the Contractor.

24.02 The Contractor shall make written request to the Project Consultant for and obtain his written approval of the use of any materials proposed for use when "approval" materials are specified or a performance type specification is utilized without mentioning any standard by name.

24.03 If, in the opinion of the Project Consultant, a specified product or equipment no longer meets the quality of the products or equipment required for the Work, Project Consultant shall request a Change Order Proposal from the Contractor for modifying the Contract to incorporate the respective changes to the Work required, the Contract amount, and the Contract Time as beneficial to the Owner.

**ARTICLE 25. STORED MATERIALS.**

25.01 Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract.

25.01.01 Contractor is not entitled to payment for same except for those materials which in Owner's discretion are properly stored and are going to be installed or incorporated into the construction of the Project within thirty (30) days of delivery to the construction site.

25.01.02 The storage facilities and methods of storing shall meet Owner's approval and shall be in accordance with manufacturer's recommendations, or Owner will not be obligated to pay for same.

25.01.03 Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Contractor at its expense.

25.01.04 Owner may at its discretion require material to be stored in an air-conditioned location.

25.02 Provided the above conditions are met, the stored materials may be included in a subsequent Application for Payment if the Contractor also complies with the following:

25.02.01 An applicable purchase order is provided listing the materials in detail and identifying the Contract Documents, by name, with verification that the total value of the purchase order amount reconciles with the corresponding application for payment stored materials line item value.

25.02.02 Evidence that proper storage security is provided.

25.02.03 The Owner is provided legal title (free of liens or encumbrances of any kind) to the material that is stored or stockpiled.

25.02.04 The Contractor and/or its Subcontractor have provided insurance for the Stored Materials against loss, damage (from whatever source), or disappearance, including loss or theft prior to incorporation into the Work. By execution of the Contract, Contractor releases Owner from any responsibility for Stored Materials and assumes all liability for and risk of loss or damage, by whatever means, including Owner's alleged negligence, regardless of whether the Owner has paid for said Stored Materials.

25.03 Once any Stored Material is paid for by Owner, it shall not be removed from the designated storage area except for incorporation into the Project or upon subsequent written approval by Owner.

25.04 No Applications for Payment shall be submitted nor payments made based on the value of materials stored at locations other than the Project, unless otherwise approved in writing by the Owner.

25.05 It is further agreed between the parties that the transfer of title and the Owner's payment for any Stored Material pursuant to the Contract Documents shall in no way relieve the Contractor of the responsibility for providing and installing such material in accordance with the requirements of the Contract Documents.

25.06 The Contractor warrants that title to all of the Work or Stored Materials covered by the Application for Payment will pass to the Owner either by incorporation in the Project or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security, interest or encumbrance; and that none of the Work and none of the Stored Materials covered by the Application for Payments will have been acquired by the Contractor, or by any other person performing the Work at the site or providing materials and equipment to the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such person.

25.07 In the event stored materials which Owner is paying for in advance of their being installed or incorporated into the Project pursuant to this Paragraph are not installed or incorporated into the Project within thirty (30) days of when they are delivered to the site, Contractor shall not be entitled to payment for any future stored materials on this Project and the amounts previously approved for payment for said materials shall be deducted from the Contractor's next application for payment..

## ARTICLE 26. INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP.

26.01 All material and equipment provided and work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, inspections, observations or quality audit by Owner, Project Consultant and any inspectors conducting an inspection pursuant to code, law, regulations, etc.

26.01.01 Contractor shall provide safe and adequate facilities, and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit.

26.01.02 The Contractor shall permit and facilitate inspection of the Work by the Owner, Project Consultant, Inspectors for any governmental agency, authority, or board.

26.01.03 Owner also reserves the right to designate others such as consultants, commissioning authorities, test and balance agents, forensic specialists, etc. to conduct inspections during or subsequent to the Work as Owner in its discretion desires.

26.01.04 Owner and Project Consultant shall be afforded full and free access to the shops, factories or places of business of Contractor and its Subcontractors for such quality surveillance, observation or quality audit and to determine the status of the Work.

26.01.05 In the event the Project Consultant or Owner requires a factory inspection, the Contractor shall notify the suppliers that the material shall not be produced or fabricated without due notice to the Project Consultant and Owner and an opportunity for such inspection.

26.02 If any Work should be covered up without approval or consent of the Project Consultant or Owner, it must, if required by the Project Consultant or Owner, be uncovered for examination at the Contractor's expense.

26.03 If any material, equipment or workmanship is determined by Owner, City Engineer, Project Consultant or Inspector either during performance of the Work or on final quality surveillance, or during any applicable warranty period, to be defective or not complying with the requirements of this Construction Contract, Owner, City Engineer, Project Consultant or Inspector will notify Contractor in writing that such material, equipment or portions of the Work is rejected and Owner reserves the right to withhold payment on any such item or seek compensation from Contractor for same. Thereupon, Contractor shall, at its own expense, immediately remove, replace or correct such defective material, equipment or portions of the Work by making the same comply strictly with all requirements of the Contract Documents. The Contractor shall be responsible for the costs of any additional site observations, special inspections and/or testing, or other activities of either the Project Consultant or the Owner made necessary by the correction of such defective materials, equipment or portions of the Work.

26.04 Neither the failure to make such quality surveillance, observation or quality audit, nor to discover defective workmanship, materials, or equipment, shall prejudice the rights of Owner to correct or reject the same as hereinafter provided.

## ARTICLE 27. WARRANTY.

27.01 Unless otherwise provided elsewhere in the Contract Documents, all material and equipment incorporated into any Work covered by the Contract Documents shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Owner and Project Consultant.

27.02 Unless otherwise provided in the Contract Documents, Contractor warrants all Work, equipment, materials and workmanship to be in accordance with the Contract Documents, any and all applicable codes, proper and workmanlike, first class and free from defects for a period of twelve (12) months (unless longer guarantees or warranties are provided for elsewhere in the Contract Documents in which case the longer periods of time shall prevail) from and after Final Completion of the Work under the Contract Documents, regardless of whether the same were provided or performed by Contractor or by any Subcontractor.

27.03 Contractor's warranty with respect to latent defects shall be in accordance with Chapter 95, Florida Statutes, and other applicable provisions of State law.

27.04 In the event of damage or injury to persons or property or other consequential or resultant damages result from Contractor's breach of any warranties, then the Contractor will be responsible for same.

## ARTICLE 28. OFFICE SPACE FOR THE OWNER'S PERSONNEL.

28.01 The Contractor shall provide, at Contractor's expense, for the duration of the Work, a suitable lockable office for any Owner designated personnel.

## ARTICLE 29. PROJECT RECORD DOCUMENTS AND SURVEY.

29.01 A marked up record set of the Contract Documents and other project records as required elsewhere within the Contract Documents will be kept up to date by the Contractor on the jobsite at all times. These documents will be given to the Project Consultant at the completion of the Work as required by the Contract Documents, and properly labeled as "Project Record Documents."

29.02 In addition to the "Project Record Documents", the Contractor will cause to have prepared by a Surveyor, registered in the State of Florida, a site survey clearly representing all Work done under this Contract and updating the original survey as may have been provided by the Owner.

29.03 The Contractor shall submit Project Record Documents and Survey in the manner and format specified elsewhere in the Contract Documents.

29.04 This is a critical item and final payment will be withheld from the Contractor until "Project Record Documents" and survey are provided by the Contractor and approved by the Project Consultant.

**ARTICLE 30. SALVAGE.**

30.01 Any salvage resulting from clearing, grubbing, grading, draining, remodeling or altering any existing facilities on this site shall be the property of the Owner; and this material shall be piled or stacked on the site if the Owner desires this material.

30.02 If this material is not desired by the Owner, it shall be disposed of by the Contractor at his expense.

**ARTICLE 31. CLAIMS BY THE CONTRACTOR.**

31.01 Although Contractor acknowledges the No Damage for Delay clause set forth in Article 6 of the Agreement between Owner and Contractor, in the event the Contractor is entitled to assert any other claim against Owner for any reason, claims by the Contractor against the Owner (except for claims asserted under Article 20 which are treated as set forth therein), are subject to the following terms and conditions:

31.01.01 All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner, c/o the City Engineer, and the Project Consultant. Such claim shall be received by the Owner and the Project Consultant no later than fifteen (15) calendar days after the event, or the first appearance of the circumstances causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim and the actual damages or injuries suffered;

31.01.02 The Contractor shall continue diligently with its performance hereunder regardless of the existence of any claims submitted by the Contractor;

31.01.03 In the event the Contractor seeks to make a claim, as a condition precedent to any such claim the Contractor shall strictly comply with the notice requirements above and such claim shall be made by the Contractor before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur, i.e., providing notice as required in Article 31.01.01 above, shall constitute a complete waiver by the Contractor of any claim for additional compensation or extension of time. This written notice requirement may not be waived by verbal representations or the acts of representatives of the Owner or Project Consultant;

31.01.04 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's cost shall be strictly limited to direct cost of labor and materials incurred by the Contractor at the jobsite and shall in no event include indirect cost, overhead, loss of profit, or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties including, but not limited to, subcontractors, suppliers, laborers, etc.

## ARTICLE 32. CHANGE ORDERS.

32.01 One or more changes to the Work within the general scope of this Contract may be ordered by the Owner by Change Order, Project Consultant's Supplementary Instructions, and Construction Change Directives.

32.02 The Contractor shall proceed with any extra Work or changes which alter the Contract by adding to, or deducting from the Contract Sum or Contract Time in strict accordance with the following terms and conditions:

32.02.01 Change Order shall mean a written order to the Contractor executed by the Owner and the Project Consultant after execution of this Contract, directing a change in the Work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;

32.02.02 Any change in the Contract Price or time resulting from a Change Order shall be determined as follows:

a. By mutual agreement between the Owner and the Contractor as evidenced by (a) the change in the Contract Price or time being set forth in Change Order in accordance with Article 32.02.08 below, and (b) the execution of the Change Order; or,

b. If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived based upon the Cost Plus Price basis (as set forth in Article 32.02.08 below) by determining the "total actual costs" (in accordance with Article 32.02.09 below), incurred or savings achieved, resulting from revisions in the Work. Such total actual costs or savings shall include a component for direct jobsite overhead and profit but under no circumstances shall it include non-job site overhead expenses or costs or any other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Project Consultant requires. If agreement is not reached as to the change in time, Contractor shall be given a reasonable time based upon the scope of Work required by the change.

32.02.03 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work and the change in the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for issues or matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

32.02.04 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Owner, the Project Consultant, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto, and that the penal sums of the performance and payment bonds furnished by Contractor and Surety are adjusted coextensively with the amount of the Change Order.

32.02.05 The Owner, without invalidating the Contract, may require the change for any reason whatsoever. All such Work shall be executed under the terms of the original Contract.

32.02.06 All change orders and adjustments shall be in writing and executed by the Contractor and Owner; otherwise, no claim for additional compensation or time will be allowed.

32.02.07 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the total actual cost (as set forth in Article 32.02.09 below) saved as confirmed by the Project Consultant. The amount shall not include an amount for the overhead and profit of the Contractor which the Owner is not required to pay as a result of the deletion or decrease. When both additions and credits covering related Work or substitutions are involved in a change, the overhead and profit shall be calculated on the basis of net increase, if any, with respect to that change.

32.02.08 The value of any change ordered under the Contract for extra Work and/or any reductions in Work required, shall be determined under one or more of the following procedures before a written Change Order is issued.

a. By **UNIT PRICES** named in the Contract or subsequently agreed upon by the Owner and the Contractor, which prices shall include Contractor's overhead and profit.

b. By **LUMP SUM PRICE** agreed upon actual reasonable costs and direct job site overhead by the Owner and the Contractor, which price shall include Contractor's overhead and profit but under no circumstances shall it include non job site overhead, expenses or costs or any other indirect costs; a breakdown of the estimated costs comprising the lump sum price may be required by the Project Consultant for his review. Percentage for overhead and profit shall be determined in accordance with the method listed for COST PLUS PRICE, subparagraph (c.) below.

c. By a **COST PLUS PRICE** based on total actual costs as defined in Article 32.02.09 below, plus an added percentage, all determined as follows:

**OVERHEAD AND PROFIT:**

JOB SITE OVERHEAD, including supervision and the furnishing, use and maintenance of small tools and ordinary equipment incidental to and required for the work of subcontractors (whether performed by them or others) shall be considered to be just and fully compensated for, by adding an amount equal to five percent (5%) of the sum of material costs (as defined under Article 34.08.09(a) below) and labor costs (as defined under Article 34.08.09(b) below), and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non job site overhead, expenses or costs.

PROFIT, may then be added by the subcontractor to the above material costs and labor costs, including the JOB SITE OVERHEAD allowance, at the rate of 10% of the sum of those costs.

JOB SITE OVERHEAD, including general supervision and the furnishing, use and maintenance of small equipment incidental to and required for the Work of the General Contractor (including that of his subcontractors) shall be considered to be just and fully compensated for by adding an amount equal to ten percent (10%) of the sum of material costs (as defined under Article 32.08.09(a) below and labor costs (as defined under Article 32.08.09(b) below) and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non job site overhead expenses or costs.

PROFIT may then be added by the Contractor to the above material costs and labor costs, including the JOB-SITE OVERHEAD allowance, at the rate of five percent (5%) of the sum of those costs.

d. BOND ALLOWANCE, for maintaining the Performance Bond at 100% of the contract amount, a sum of one percent (1%) of the total cost of the change, (including material, labor, overhead and profit, and equipment rentals) shall be allowed on all change orders.

32.02.09 The total actual costs of materials, labor and equipment rentals may include the following only:

a. Material costs actually recorded by the Contractor and/or subcontractors as they are delivered to the site and as evidenced from originally receipted invoices, listing appropriate quantities and unit prices. Records in proper form shall be maintained and available to the Project Consultant at all times.

b. Labor costs represented by the actual wages paid to all laborers, apprentices, journeymen, and foremen involved in and necessary to completing the particular construction operations, for each day and every hour such labor teams and foremen are actually employed and on the extra Work required, including the net cost of insurance, Social Security and Workmen's Compensation. The furnishing, use and maintenance of small tools and ordinary equipment normal to the work of individual workmen in the trades will be considered part of the labor costs. Records in proper form shall be maintained and available to the Project Consultant at all times.

c. Rentals for special equipment or machinery such as power driven roller, tractors, trucks, shovels, drills, mixers, pumps, hoists, etc., required for the economical performance of the Work, at reasonable rental prices agreed upon before work commences, shall be allowed the Contractor and/or his subcontractors by the Project Consultant for each and every hour such special equipment is in use on the particular work.

32.02.10 The Contractor is obligated to proceed with the Work for a Change Order, even though there has not been an agreement reached with the Owner as to an adjustment to the Contract Price or time, and even if there is a dispute as to same. In such instances the Owner, City Engineer or Project Consultant will issue a Construction Change Directive to Contractor providing for the scope of work to be performed and the payment therefore based on 32.02.09 above. A Change Order or proposed Change Order shall not be the basis of the Contractor not performing pursuant to the Contract Documents.

32.02.11 The Contractor, Owner and Project Consultant shall administer and document the Change Order process by utilizing the documentation specified elsewhere in the Contract Documents, including a Construction Change Directive.

32.03 The Project Consultant will have authority to order minor changes in the Work not involving an adjustment to the Contract Sum or Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order of the Project Consultant and such changes shall be binding on the Owner and the Contractor.

32.04 The Owner has authorized the following approval thresholds for Change Orders in the Name of The City of Pompano Beach, Florida under its General Services Manual, the rules of which are incorporated below:

A. The City Manager is authorized to approve change orders up to the cumulative total of 10 percent of the original construction contract amount, not to exceed $10,000 in the aggregate.

B. When the cumulative total of all change orders on a project has exceeded the ceiling established in 32.04A above, all subsequent change orders will require prior City Commission approval, except in emergency cases as declared by the City Manager, or where the change order in question would be in the form of a credit, thereby reducing the adjusted contract amount.

C. Approval of change orders under this policy shall be for the purposes of expediting the work in progress and shall be confirmed by City Commission action at the next regular meeting of the City Commission.

## ARTICLE 33. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.

33.01 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Project Consultant, such work shall be uncovered and displayed for the Owner's or Project Consultant's inspection upon request, and shall be reworked at no cost in time or money to the Owner.

33.02 If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph (A) above, it shall, if directed by the Owner or the Project Consultant, be uncovered and displayed for the Owner's or Project Consultant's inspection. If the uncovered work conforms substantially with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such work shall be borne by the Owner; otherwise, such costs shall be borne by the Contractor.

33.03 The Contractor shall, at no additional cost in money to the Owner or extension of time correct work rejected by the Owner or by the Project Consultant as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.

33.04 In addition to its warranty obligations set forth elsewhere herein, the contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twenty-four (24) months following final completion upon written direction from the Owner.

33.05 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work.

33.05.01 In such event, the Contract Price shall be reduced, at Owner's option, by the greater of (i) the reasonable costs of removing and correcting the defective or nonconforming work, or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work.

33.05.02 If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the owner such remaining compensation for accepting defective or nonconforming work.

**ARTICLE 34. SAFETY, PROTECTION OF WORK AND PROPERTY.**

34.01 Contractor shall be fully and solely responsible for conducting all operations under this Construction Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continuously and diligently inspect all Work, material and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions.

34.02 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters.

34.03 Contractor shall provide safety equipment and enforce the use of such equipment by its employees.

34.04 Contractor shall maintain accurate accident and injury reports and shall provide to Owner a monthly summary of injuries and man hours lost due to injuries.

34.05 Contractor shall maintain all portions of the Work in a neat, clean and sanitary condition at all times.

34.06 Contractor shall assure that all Subcontractors shall, without expense to Owner, comply with the foregoing.

34.07 Contractor shall comply with any and all rules, regulations, laws, etc., which apply to safety requirements, including but not limited to OSHA requirements.

34.08 Safety Precautions and Programs:

34.08.01 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

34.08.02 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Project Consultant in writing. The Work in the affected area shall not thereafter be resumed except by written notice from the Owner. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner, Contractor and Project Consultant.

34.08.03 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

34.09 Safety of Persons and Property

34.09.01 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

a. Employees on the Work and other persons who may be affected thereby;

b. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

c. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

34.09.02 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of person or property or their protection from damage, injury or loss.

a. The Contractor and his Subcontractors shall comply with and conform in all respects to the standard set forth in the Occupational Safety and Health Act (OSHA) of 1970.

b. The Contractor shall prominently post and maintain on the jobsite:

1) OSHA 200: Log and summary of occupational injuries and illnesses.

2) OSHA 2203: Provisions of the Act poster.

34.09.03 The Contractor shall implement and maintain a continuing safety program applicable to all Contractor employees, Subcontractors, and Sub-subcontractors, to include:

a. Designating a responsible member of the Contractor's organization at the site as the Contractor's "Safety Officer" whose duty shall be the prevention of accidents, safety inspections, and accident documentation. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Project Consultant.

b. Holding weekly safety meetings with employees and Subcontractors.

c. Implementing OSHA Voluntary Protection Programs.

d. Ensuring the presence of an American Red Cross (or other organization acceptable to the Owner) certified Cardiopulmonary Resuscitation (CPR) and first-aid trained individual on site at all times.

e. Compliance with the Drug Free Work Place Act of 1988, the Federal Omnibus Transportation Employee Testing Act of 1991, and the certification of compliance with the same as required by the Owner in Document 00457, Drug-Free Workplace Certification.

f. Erecting and maintaining reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

g. Ensuring that employees are not discriminated against or discharged for filing reasonable safety or health complaints or for otherwise exercising their rights in these regards.

34.09.04 When use of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

34.09.05 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to properly caused in whole or in part by the Contractor, a Subcontractor or a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is reasonable, except damage or loss attributable to acts or omissions of the Owner or Project Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault of negligence of the Contractor.

34.09.06 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

34.09.07 Building materials, Contractor's equipment and other supplies may be stored on the premises, but the placing of same shall be in substantial, watertight storage sheds upon the premises where directed in which he shall store all materials which would be damaged by weather. This shall in no manner relieve the Contractor from full responsibility for such materials. Sheds and other storage structures must be secured and anchored in a manner sufficient to withstand hurricane force winds as defined by applicable codes but not less than a 120 mile per hour wind uplift force.

34.10 **Emergencies:** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

## ARTICLE 35. ROYALTIES AND PATENTS.

35.01 The Contractor shall pay all royalties and license fees.

35.02 The Contractor shall be responsible for all infringement of patent rights and shall assume the defense, including payment of attorney fees and costs, of any suit brought against Contractor and/or Owner for infringement of any United States patent or for wrongful use of proprietary information of any third party.

35.03 Contractor hereby indemnifies and shall defend and hold harmless Owner and its representatives, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, and arising out of the use of the equipment or materials provided under this Construction Contract by Contractor, or out of the process of actions employed by, or on behalf of Contractor in connection with the performances of this Construction Contract. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further, that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or its representatives.

35.04 Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, materials or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of the Contract Documents.

35.05 The indemnification pursuant to Florida Statute 725.06 and other Florida laws, etc., shall have a separate consideration of $1.00, receipt of which is hereby acknowledged and incorporated into the project sum. This is incorporated by reference into the Bid Documentation and Specifications if any.

## ARTICLE 36. TAXES.

36.01 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract.

36.02 The Contract Sum and any agreed changes thereto shall include all taxes imposed by law. Contractor shall make any and all payroll deductions as required by law.

36.03 Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

## ARTICLE 37. INDEMNITY AND HOLD HARMLESS.

37.01 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, its agents and employees and each of them hereinafter collectively referred to as the Owner, from and against any and all judgments, demands, claims, causes of action, liability, expenses, losses, costs, fines, and damages (including reasonable attorney's fees and expert's fees) of every kind and character brought against the Owner by any person,

party or entity of any kind or nature whatsoever arising out of, incident to, relating or regarding the Contractor's performance under this Agreement, the condition of the premises, and/or the Contractor's acts of omission or commission.

37.02 Contractor, however, shall not be responsible to Owner for damages resulting out of bodily injury or damages to property which a Court of competent jurisdiction determines as being attributed to the negligence of Owner, its respective agents, servants, employees or officers.

37.03 Said indemnifications by Contractor shall be extended to include all "Subcontractors", deliverers, suppliers, furnishers of material or anyone acting for, on behalf of, or at the request of the Contractor.

37.04 Contractor recognized the broad nature of this indemnifications and hold harmless clause and voluntarily makes this covenant and expressly acknowledge the receipt of Ten ($10.00) Dollars, which payment is incorporated into the Contract Sum, and such other good and valuable consideration provided by Owner in support of this indemnification in accordance with the laws of the State of Florida.

37.05 This clause shall survive termination of this Agreement and pursuant to Florida Statute 725.06 be incorporated by reference into any and all Bid Documentation or Specifications.

**ARTICLE 38. TERMINATION BY THE CONTRACTOR.**

38.01 If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of 30 days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner and the Project Consultant.

38.02 In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance for convenience pursuant to the terms and conditions of this Contract.

**ARTICLE 39. OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE.**

39.01 The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same;

39.02 In the event the Owner directs a suspension of performance under this Paragraph through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of the following items only:

39.02.01 Demobilization and remobilization, including such costs paid to subcontractors;

39.02.02 Preserving and protecting Work in place;

39.02.03 Storage of materials or equipment purchased for the Project, including insurance thereon;

39.02.04 Performing in a later, or during a longer, time frame than that contemplated by this Contract.

**ARTICLE 40. TERMINATION BY THE OWNER.**

40.01 The Owner may, at the Owner's option, for any reason and at any time terminate for convenience, any work under this Contract, in whole or, from time to time, in part, in accordance with the following terms and conditions:

40.02 The Owner shall give written notice of such termination to Contractor 7 days before it becomes effective.

40.02.01 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop work when such termination becomes effective.

40.02.02 The Contractor shall also terminate outstanding orders and subcontracts.

40.02.03 The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders.

40.02.04 The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee.

40.02.05 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

40.02.06 When terminated for convenience, the Contractor shall be compensated as follows:

a. The Contractor shall submit a termination claim within one year to the Owner and the Project Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Project Consultant. If the Contractor fails to file a termination claim with the Owner's Project Consultant within one (1) year from the effective date of termination, the Owner shall have no further obligation to the Contractor and Contractor waives any and all rights for compensation based upon the termination.

b. The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;

c. Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

1. Contract prices for labor, materials, equipment and other services accepted under this Contract;

2. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead (and not home office or other overhead) and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

3. Reasonable costs of settling and paying legitimate claims arising out of the termination of subcontractors or orders pursuant to this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

4. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

40.03 The Owner may terminate this Contract for cause in accordance with the following terms and conditions:

40.03.01 If the Contractor does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the Owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor for cause upon seven (7) day written notice and assume possession of the Project site and of all materials and equipment at the site and may complete the Work.

40.03.02 In such case, the Contractor shall not be paid further until the Work is complete.

40.03.03 After final completion has been achieved, if any portion of the Contract Price (as it may be modified hereunder) remains after the cost to the Owner of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall be paid to the Contractor. Otherwise, the

Contractor shall pay the Owner any and all costs, fees, damages or expenses which the Owner has paid or is obligated to pay in excess of the contract price (as it may be modified hereunder). This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Subparagraph and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the terms of Article 40.02 shall apply.

## ARTICLE 41. CONTRACTOR'S INSURANCE

41.01 The Contractor shall maintain such insurance as will protect the Contractor and Owner from claims under Workmen's Compensation Acts, and from any other claims or damages for personal injury, including death and property damage, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either, as more fully set forth below and in the amounts provided herein. Prior to commencement of the Work, all Certificates of Insurance executed by authorized representatives of the insurance company shall be filed with the Owner and shall be subject to its approval for accuracy of protection. In addition, the Owner may at any time require that Contractor or its insurer provide any other documentation regarding insurance to Owner including, but not limited to, the policy. The Contractor shall not commence Work under this Contract until the provisions of this paragraph have been complied with. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this Contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance. In the event of cancellation of any policy, Contractor is obligated to immediately notify Owner of same and obtain policy(s) in accordance with the Contract Documents.

41.02 Contractor shall comply with any and all insurance obligation required by law, rules, regulations, etc., including but not limited to those required by State Regulations for Educational Facilities.

41.03 The Contractor will be required to provide a Certificate of Insurance indicating that Workers' Compensation has been provided for all employees in compliance with Chapter 440, Florida Statutes.

41.04 The Contractor shall procure and carry Comprehensive General Liability insurance including contractual and indemnification liability covering this Contract and Products/Completed Operations Liability Insurance covering personal injury and bodily injury in limits of not less than $1,000,000 for injury or death to any one person and not less than $2,000,000 each occurrence; and shall carry insurance against property damage in limits of not less than $1,000,000 per claimant and $2,000,000 per occurrence as a minimum coverage. The Contractor shall also procure and carry Owner's and Contractor's protective liability insurance. In the event that work to be performed hereunder by Contractor involves the removal and disposal of asbestos-related materials, Contractor shall, in addition to the foregoing coverages, also provide and carry Asbestos Liability-Occurrence form only, with $1,000,000 per occurrence, $2,000,000 aggregate. All insurance shall name the Owner as an additional insured, and shall remain in full force and effect for two (2) years following Contractor's completion of the work.

41.05 The Contractor shall carry at no additional expense to the Owner, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage in the amount of one hundred percent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear.

41.06 All Contractors shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one million dollars ($1,000,000) per claimant, one million dollars ($1,000,000) per occurrence.

41.07 The insurance coverage amounts provided for in this Section are the minimum required insurance amounts. The Owner may require additional insurance or coverage on a case-by-case basis. Any insurance or coverage amounts in addition to those provided for herein shall be specified in the Contract Documents.

41.07 The Owner is not maintaining any insurance on behalf of Contractor covering against loss or damage to the Work or to any other property of Contractor. In the event Contractor maintains insurance against physical loss

or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver or rights of subrogation in favor of Owner.

41.08 The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

41.09 The policies of such insurance in force, shall be issued by companies qualified to do business in the State of Florida and be acceptable to the Owner and shall provide that the Owner be given thirty (30) days advance written notice of the cancellation, expiration or any material change in the coverage afforded thereunder. The companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during performance of the Work and for a period of one year after final completion.

41.10 Uninsured Claims. If any action by any person, firm or corporation is brought or threatened against the Owner or against the Contractor and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Contractor. The Owner in its sole discretion may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld. If the liability of the Owner is determined by judgment or award of a court or other tribunal of competent jurisdiction, or if such recovery sought shall have been admitted by the Contractor to be valid, the Owner may pay such judgment, award of admitted recovery out of the monies retained by the Owner under the provisions of this subparagraph and return the remaining balance, if any, to the Contractor.

41.11 Adequate funds shall be retained for the insurance costs listed in the Schedule of Values attached to the Contractor's respective Applications for Payment to account for insurance coverage renewals on multi-year projects coupled with invoices to substantiate the annual costs.

## ARTICLE 42. PERFORMANCE BOND AND PAYMENT BOND

42.01 For a Project with an estimated cost of $200,000.00 or more, the Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as specifically required in the Contract Documents on the date of execution of the Contract.

## ARTICLE 43. RIGHT TO AUDIT PROVISIONS

43.01 Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

43.02 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.

43.03 Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in

compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

43.04 Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.

43.05 If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the Owner in excess of 10% percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the Contractor.

**ARTICLE 44. LAWS AND REGULATIONS**

44.01 Contractor and its employees and representative shall at all times, comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time Work is performed pursuant to the Contract Documents.

44.02 If, during the term of this Construction Contract, there are any changed or new laws, ordinances or regulations not in existence at the time of signing this Construction Contract which become effective and which affect the cost or time of performance of the Construction Contract, Contractor shall within fifteen (15) days of the discovery of said law, ordinance or regulation, notify Owner in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Construction Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance may be made at Owner's discretion.

44.03 If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, Contractor shall within fifteen (15) days of discovery of same report the same in writing to Owner who will issue such instructions as may be necessary.

**ARTICLE 45. DISPUTE RESOLUTION.**

45.01 The Owner and Contractor agree that, in the event of a dispute, the parties will attempt to resolve such dispute without litigation and that resolution through mediation procedures will be encouraged.

45.02 The existence of a dispute between the parties shall not be the basis of the Contractor unilaterally electing not to continue performance pursuant to the terms of the Contract Documents.

**ARTICLE 46. GOVERNING LAW AND ATTORNEYS FEES.**

46.01 The Construction Contract shall be governed by the laws of the State of Florida.

46.02 In the event either party institutes litigation regarding or relating to this Contract or for breach of any of its terms all litigation and appeals shall have venue in Broward County, Florida or in the U.S. District Court for the Southern District of Florida.

46.03 To the fullest extent permitted by law, Owner, Contractor, and Contractor's Surety do hereby each waive the right to trial by jury in any action or proceeding, including any counterclaims/crossclaims/third (or more remote) party complaints which may be brought by Owner, Contractor, or Surety, jointly and/or severally, arising out of or in any way related to this Construction Contract and/or attendant suretyship including, without limiting the generality thereof, any claim for damages resulting from any act or omission of Owner, Contractor, or Surety, jointly or severally, in any way connected with this Construction Contract.

**ARTICLE 47. RIGHTS AND REMEDIES.**

47.01 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

## ARTICLE 48. SUCCESSORS, ASSIGNS AND ASSIGNMENT.

48.01 The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements and obligations contained in the Construction Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the contract or its right, title and interest in and to the same or any part thereof, without previous consent of the Owner and concurred to by the Sureties.

48.02 If requested by Owner the Contractor agrees to assign all Subcontracts required for performance of this Contract to the Owner upon the Owner or Project Consultant's determination that Contractor has defaulted under the Contract Documents. The Contractor shall include in all Subcontracts, equipment leases and purchase orders a provision requiring the subcontractor, equipment lessor or supplier, in the event of Contractor's default under this Contract, to consent to the assignment of their subcontracts to the Owner.

## ARTICLE 49. PUBLIC RECORDS.

49.01 The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

49.02 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 40.

## SUPPLEMENTARY CONDITIONS

### 1. RELEVANT PROJECT EXPERIENCE

Bidders shall show specific project experience as a prime contractor for a minimum of three projects within the last three years of similar or greater complexity and construction cost. Reference contact information must be furnished for all drainage projects claimed as relevant experience under this requirement including: Project Name and Number, the municipality or government agency for whom the project was done, total project cost, when the project commenced and was completed, project manager with phone number, whether or not there were any changes to the contract cost or time, a complete list of warranty items that required attention after the completion of the project.

# TECHNICAL SPECIFICATIONS

## 1. GENERAL

### 1.1. Scope of Work

The work under this Specification includes the furnishing of all design, permitting, labor, materials, equipment, documentation, supply of temporary systems, installation, training and startup services for the supply and installation of an upgrade to the existing sodium hypochlorite feed system at the City of Pompano Beach Utilities Reuse Treatment Plant, The Work is to be done at the City of Pompano Beach Reuse Treatment Plant located at 1799 North Federal Highway, Pompano Beach, Florida 33062. This site has restricted access. Bidders may contact the Utilities Administration Office at 954-545-7016 to schedule a site visit. The project shall be completed within 120 days of the Notice to Proceed being issued.

### 1.2. Work Specified Herein

A. Equipment

1. Bulk Storage Tanks
2. Chemical Metering Skids and Accessories
3. Chemical Metering Pump Controls
4. Piping
5. Spare Parts
6. One Prominent Metering Pump (spare)-Optional

B. Execution

1. Permitting (Including FDEP Permitting)
2. Supply of temporary chemical storage and feed equipment system
3. Installation of new equipment
4. Demolition of existing piping and equipment
5. Testing
6. Documentation (Record Drawings and O&M Manuals)

7. Startup and Training Services

## 1.3. Detailed Description of the Work

A. Background Information:

The City of Pompano Beach Reuse facility gets treated wastewater effluent from Broward County, treats it then stores it for distribution. The facility is rated for 7.5 MGD. The incoming water goes through headworks and then two sets of filters, is disinfected before being pumped to two on-site ground storage tanks of 2-million gallons and 4-million gallons. The water from the ground storage tanks is pumped out to the reuse distribution system for irrigation of medians, parks and residential properties. The plant typically supplies between 2.5 – 4 MGD of reuse for irrigation.

Sodium hypochlorite is added to the piping between the headworks and the filters and also to the inline piping between the filters and ground storage tanks. Both application points are in the ground inside vaults. The sodium hypochlorite system consists of: three Ace bulk storage tanks, two of which are rated for 3,000 gallons and one of which is rated for 7,000 gallons; three Prominent Sigma II pumps rated for 93 gph@58 psi and the associated piping between them. The discharge piping goes through two Rosemount flowmeters where it transitions to 1" tubing to go out to the two injection points. The sodium hypochlorite system is housed inside a large building. There are three large openings with louvers which would have to be removed to replace the tanks. The openings are 14'8" wide and 13'10" tall.

The purpose of this project is to upgrade the sodium hypochlorite system by replacing the existing bulk storage tanks, chemical feed equipment and all of the piping inside the Sodium Hypochlorite Room from the tanks to the flowmeters. Additionally, the contractor shall replace the sodium hypochlorite piping at each vault where the injection point is located including the injection quill.

B. Detailed Description of the Work:

The Owner agrees to remove and replace the louvers that provide access to change out the chemical storage tanks. The Contractor shall be responsible for all FDEP permitting and/or notification with the Broward County Health Department prior to starting any work. The Contractor shall setup a temporary sodium hypochlorite system to include a temporary double-walled storage tank of at least 2,500-gallon capacity and a triplex pump skid and temporary piping to the flowmeters. Once the temporary system is in place, the Contractor shall demolish and remove all of the existing sodium hypochlorite tanks, chemical feed equipment (saving the existing Prominent feed pumps to be re-used on the new duplex pump skids) and piping inside the sodium hypochlorite building. The Contractor shall then install the new tanks, new chemical feed equipment and all new piping inside the building up to the existing flow-meters. Additionally, the contractor shall replace the piping inside each injection vault including the injection quills.

## 1.4. Quality Assurance

A. Acceptable Suppliers

1. All of the equipment supplied hereunder shall be as specified. The supply of the chemical metering equipment shall be by Blue Planet Environmental. The existing Prominent Sigma II 93 gph metering pumps shall be re-used on the new chemical feed pump skids. One additional Prominent Sigma II 93 gph metering pump shall be supplied as an optional spare. The chemical feed skid shall be manufactured by Blue Planet Environmental to match the equipment at the other Pompano Beach facilities. All ball valves shall be Asahi Type 21 (viton o-rings for the hypochlorite) to match the other chemical feed systems at the Pompano Beach Utility facilities. The tanks may be manufactured by either Poly Processing, Assmann or Snyder. All equipment shall be manufactured by the vendor specified herein. If a manufacturer or fabricator is named in this Specification, there IS NO EXCEPTIONS OR APPROVED EQUALS TO USING THIS MANUFACTURER AS POMPANO BEACH UTILITIES DESIRES TO STANDARDIZE TO MINIMIZE THE AMOUNT OF SPARE PARTS AND REQUIRED OPERATOR TRAINING.

2. The Contractor shall be responsible for providing all permitting, equipment, accessories, spare parts, installation labor, documentation and startup and training services required for a complete and operational chemical feed system and thus shall demonstrate satisfactory experience in providing this level of support on at least ten other similar projects. **All installation work shall be performed by a licensed plumbing contractor who is experienced in chemical system installations.**

Equipment Testing

3. The chemical metering skids and feed equipment shall be assembled and water tested by the manufacturer prior to delivery. All functionality shall be tested.

4. The injection piping shall be pressure tested for four hours at 100 psi with less than 2 psi loss.

5. The chemical storage tanks shall be water tested for 24 hours prior to being placed into service.

B. Warranty

1. The Contractor shall provide a two (2) year parts and labor warranty for all of the Work supplied hereunder from the date of commercial operation. This warranty shall be in addition to and not in lieu of any warranties provided by the manufacturer of any of the equipment itself or any subcontractors.

## 1.5. Bid Submittals

A. Firm lump sum price to do the Work as specified herein.

B. List of any subcontractors and major equipment suppliers.

C. Submit a minimum of five separate references with contact names and phone numbers, where

substantially similar installations for the equipment and same chemical application as specified has been in satisfactory operation for a minimum of one year.

D. Submit a copy of Contractor's General Contractor's and Plumbing Contractor's license (or its subcontractor's Plumbing Contractor's license).

E. Submit a simple Bar Chart Schedule showing the Contractor's proposed schedule for the Work.

F. Installation Drawing showing how all equipment is to be installed in the Chemical Building.

G. Any Other Relevant Information from Contractor or its Subcontractors with respect to their qualifications or suitability to perform the Work

**1.6. After Award Submittals**

A. Submit and prepare all required permitting documents. The Contractor shall include the cost of all permits in their proposal price.

B. Submit equipment cut sheets for all of the equipment provided hereunder.

C. Submit Equipment layout drawings for the sodium hypochlorite system in the Chlorine Room.

D. Submit AUTOCAD shop drawings and product data for chemical feed equipment along with any other relevant product information.

E. Drawing Approval

1. Shop drawings shall be approved by the City of Pompano Beach Utilities prior to any manufacturing of the pump skids. Approval of drawings by Engineer shall not release the Contractor of responsibility of compliance with these Specifications. All proposed changes to these Specifications shall be stated in writing.

F. O&M Manuals

1. Three Copies of Operating and Maintenance (O&M) manuals prepared specifically for this project shall be provided. Manuals shall include all procedures, drawings, parts lists, special tools, recommended spare parts, sodium hypochlorite information, operational instructions, warranty statement and subcontractor warranties, etc. required to instruct personnel unfamiliar with such equipment to operate the system.

**1.7. Service Conditions**

A. Chemical name: Sodium Hypochlorite (NaOCl)

a. Concentration: 12.5 Trade Percent

b. Specific Gravity: 1.165

c. Maximum Temperature: 100° F

## 2. EQUIPMENT

### 2.1. General

The chemical metering systems shall be completely self-contained and designed to safely feed metered amounts of the chemicals as listed in subsection 1.7 Service Conditions. Each chemical metering skid shall include chemical metering pumps, accessories, controls and options as indicated in the Design Summary portion of this section. The chemical metering skids will be completely assembled and tested prior to delivery to the job site. All equipment shall be of materials selected specifically for use with all chemicals as listed in subsection 1.7 Service Conditions. The manufacturer shall supply the following pump skids and re-use three of the Owner's existing Prominent diaphragm pumps and provide an optional price to provide a fourth pump:

| Skid Number | #1 | #2 |
|---|---|---|
| Chemical | Sodium Hypochlorite (NaOCl) | Sodium Hypochlorite (NaOCl) |
| # Pumps | Two – Prominent (*) | Two – Prominent (**) |
| Pump Motors | 120 VAC Wash-Down Duty | 120 VAC Wash-Down Duty |
| Primary Injection Points | Pre | Post |
| Type Pump | Mechanical | Mechanical |
| Separate Controller | No (Part of Pump) | No (Part of Pump) |
| Stroke Length | Manual | Manual |
| Stroke Rate | Automatic | Automatic |
| Pump Capacity (GPH) | 93 | 93 |
| Pump Pressure (PSI) | 58 | 58 |
| Piping Material | Schedule 80 PVC | Schedule 80 PVC |
| Type Valves | Asahi Type 21 Ball | Asahi Type 21 Ball |
| Gaskets / O-rings | Viton | Viton |
| Skid Piping Outputs | Two | Two |
| Options | HOA Panel | HOA Panel |

(*) Metering pumps to be supplied by Owner.

(**) One metering pump to be supplied by Owner and one to be supplied by Contractor (OPTIONAL)

All other piping and ancillary materials shall be as described below.

## 2.2. Chemical Metering Skids

A. Chemical Metering Skids General Description

1. The chemical metering skid shall be constructed from white PVC sheets with a minimum trade thickness of 1/2". HDLPE OR POLYPROPYLENE IS NOT ACCEPTABLE MATERIALS OF CONSTRUCTION. The design of the skid shall include gussets and supports as required for all components and shall be self-supporting. All components of the chemical metering system shall be contained within the skid. The skids shall be manufactured using continuous welding technology; bolted construction is not acceptable. Pedestals shall be provided to elevate the metering pumps above the skid base for the sodium hypochlorite.

2. For each metering pump the piping system shall include the following: (1) pressure relief valve; (2) backpressure valve; (3) diaphragm protected pressure gauge; (4) flushing inlet; (5) flushing outlet; (6) pulsation dampener; (7) strainer; and (8) all required piping, valves and supports. Piping shall include isolation valves and unions for all serviceable components. The chemical supply piping shall allow for dual chemical inlets and a calibration column shall be provided and designed for use with any of the metering pumps. The discharge piping shall allow for each pump to serve two individual loads or a common load with backup (sodium hypochlorite only). The piping shall be attached to the chemical metering skid with a non-metallic corrosion resistant support system. All support channels shall be welded to the chemical metering skid, bolted or screwed supports are not acceptable. The straps shall be removable and reusable to allow for servicing of the system. All inlet/outlet connections, valves and pump accessories shall be clearly labeled on the skid.

3. A NEMA 4X terminal box shall be provided for the pump skids to be mounted on the wall for termination of all wiring. A power outlet with weatherproof cover shall be provided for any metering pumps or accessories that require an outlet. The inside cover of the terminal box shall include a wiring diagram detailing the function of all terminals. The NEMA 4X panel shall include a terminal board with surge suppression for the following I/O points: (1) 4/20 ma input signal; (2) 4/20 ma output signal; (3) Fault Relay; (4) remote ON/OFF; and (5) HOA switch not in remote. The power side of the panel shall contain an inlet 15 Amp breaker which feeds EDCO HSP121BT-1RU (120 VAC) Surge Suppression Unit which will feed the aforementioned outlets. The outside of the panel shall include a Hand/Off/Automatic (HOA) switch for each pump.

4. The chemical metering skids shall be completely assembled and tested by the

manufacturer prior to delivery to the job site. Each skid shall include FRP mounting brackets.

Accessories

5. Calibration Columns

   a. A clear calibration column shall be provided in the chemical supply piping of each system. The piping shall be designed for the calibration column to be used with any of the metering pumps. The top of the calibration column shall allow for connection to rigid piping for "vent" return to supply container. The Contractor shall pipe the top of the calibration column on each skid back to a common vent back to the bulk storage tank. Calibration columns may also be used as de-gassing chambers. All materials shall be compatible with chemicals as listed in the Design Summary.

6. Pressure Relief Valves

   a. Pressure relief valves shall be provided in the discharge piping of each sodium hypochlorite metering pump, prior to any valves, to eliminate the buildup of excess pressure in the system. The pressure relief valves shall be fully adjustable from 0 – 150 psi with bodies compatible with chemicals as listed in the Design Summary, Teflon diaphragm and have no metal parts in contact with the chemical. Output of the pressure relief shall return to suction side of the pumps.

7. Pulsation Dampeners

   a. Gas charged pulsation dampeners shall be provided and sized for a minimum of 90% dampening for the sodium hypochlorite pumps. Pulsation dampeners shall include gas charge fitting and pressure gauge. The dampeners shall be installed in the discharge piping of each metering pump, as close to the metering pump discharge check valve as possible. *The pulse dampeners shall be a bolted flange design to the pump skid.* All materials shall be compatible with chemicals as listed in the Design Summary.

8. Diaphragm Protected Pressure Gauges

   a. 2" liquid filled pressure gauges with isolators shall be provided for indication of system pressure in the discharge piping of each metering pump. Industrial quality all 316 Stainless Steel gauges shall be utilized. The isolators shall have housings compatible with chemicals as listed in the Design Summary with a Teflon diaphragm and suitable liquid fill.

9. Back Pressure Valves

   a. Back pressure valves shall be provided in the discharge piping of each sodium hypochlorite metering pump to provide a constant back pressure at the chemical metering pump discharge. The back pressure valves shall be fully adjustable from 0 – 150 psi with bodies compatible with chemicals as listed in the Design

Summary, Teflon diaphragm and have no metal parts in contact with the chemical

Piping

10. Polyvinylchloride (PVC)

a. This specification covers pipe and fittings for pressurized pipe systems manufactured of Rigid Poly (Vinylchloride) (PVC) material as described below. Fittings covered under this specification include heavy-duty Schedule 80 fittings molded of the material described below. Fittings covered under this specification are tees, elbows, couplings, reducer bushings, crosses, adapters, plugs, caps and flanges.

b. All pipe and fittings shall bear the company's name or trademark, material designation, size, applicable IPS schedule, and the NSF mark as indicative of compliance with this specification.

c. All fittings shall be injection molded of PVC fitting compound of cell classification 12454-B as described in ASTM D- 1784 Standard Specification for Rigid Poly (Vinylchloride) Compounds.

d. All material used in pipe and fittings for potable water supply shall be listed for such applications by National Sanitation Foundation Laboratories, Inc. (NSF). Workmanship shall be in accordance with good commercial practice. Fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions or other injurious defects. The fittings shall be commercially uniform in color, opacity, density and other physical properties.

e. All molded threads, internal or external, shall be "blunt start" threads. All threads shall conform to thread standard ANSI/ASME B1 .20.1 for tapered pipe threads. Threads shall measure not more than 11/2 threads large or small when checked with a plug gauge or ring gauge.

f. Dimensions and tolerances of sockets shall conform to PVC IPS Schedule 40/80 Socket Dimensions. All reducer bushings shall be designed so as to provide for a positive and sufficient grip for cementing bushings in place. 4.3.2 Waterways shall be smooth and commercially free of flash and irregularities. On tees and 90° elbows, bond lines shall not coincide with the maximum stress area (crotch).

g. Assembly shall be performed in a controlled shop environment by the skid manufacturer. All pipes shall be squarely cut on precision equipment with the ends chamfered and deburred. All socket welded connections shall follow the guidelines set by the pipe/fitting manufacturer for proper cleaning, priming and gluing procedures. A heavy bodied solvent suitable for use with all chemicals as listed in the Design Summary shall be used. All threaded connections will utilize Teflon tape, a suitable thread sealant or a combination of both. Threaded

connections shall utilize stainless steel reinforcement rings where applicable to reduce the risk of cracking.

Valves

11. Type 21 Ball Valve

a. All TYPE 21 Ball Valves, sizes 1/2" to 4", shall be of true union design with two-way blocking capability. All O-rings shall be viton (a.k.a. FKM) with PTFE seats for the hypochlorite and EPDM for the ammonia. PTFE seats shall have elastomeric backing cushion of the same material as the valve seals. Stem shall have double O-rings and be of blowout-proof design. The valve handle shall double as carrier removal and/or tightening tool. ISO mounting pad shall be integrally molded to valve body for actuation. The ball valves shall have a pressure rating of 230 psi for sizes"1/2" to 3" and 150 psi for 4" at 70 ° F. Type 21 Ball Valves must carry a two-year guarantee, as manufactured by Asahi/America, Inc.

b. All ball valves used for sodium hypochlorite service shall be vented to avoid entrapment of vapors.

## 2.3. Chemical Metering Pumps – Three of Four To Be Supplied By Owner

A. Mechanical Chemical Metering Pumps

1. The chemical metering pump(s) shall be motor-driven, reciprocating, mechanically-actuated diaphragm type. The pump shall include motor, oil-lubricated gear reducer and cam-and-spring drive mounted in aluminum housing, coated with a chemical resistant two-part epoxy finish. The pump shall be of a modular design to accommodate add-on pumps powered by a single electric motor.

2. The chemical metering pump manufacturer shall provide a two year warranty on the pump drive and one year warranty on the pump liquid end, including diaphragm and O-rings.

3. The pump shall be fully tested to meet rated flow and pressure by the manufacturer.

4. The pumps shall be equipped with a wash-down, inverter duty TEFC motor. The power supply for the motor shall be 120 VAC, 60 Hz, Three Phase. The HP of the motor shall be compatible with the existing VFD.

5. The liquid end shall be physically separated from the drive unit by back plate with weep hole creating an air gap. An elastomer shaft wiper seal shall prevent contamination of the solenoid if the primary diaphragm fails. The diaphragm shall be nylon-reinforced EPDM with PTFE-faced fluid contact surface.

6. The liquid end, suction and discharge valves and valve balls shall be compatible with chemicals as listed in the Design Summary.

7. For all pumps supplied without any analog or digital input or output capability, fixed speed, wash-down duty motors of the appropriate HP and voltage shall be provided. For all pumps supplied with any analog or digital input or output capability, inverter rated, wash-down duty motors of the appropriate HP and voltage shall be provided.

8. The pump's motor shall be regulated by an existing internal controller. Stroke length shall be adjustable manually by means of a stroke length know, in increments of 1%, from 0% to 100% of stroke length.

## 2.4. Chemical Storage Tanks

A. Scope of Work

1. This subsection covers the supply of an upright, single wall, flat bottom high density linear polyethylene resin (e.g., HDLPE) 5,500-gallon bulk storage tank for storage of sodium hypochlorite. The tank shall be a molded in one-piece seamless construction by rotational molding. The tank shall be designed for above-ground, vertical installation and capable of containing chemicals at atmospheric pressure. Included in this specification are requirements for material properties, design, construction, dimensions, tolerances, workmanship, and appearance. The tank shall have approximate dimensions of 10' in diameter and 12' high.

2. The use of a manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configuration desired.

3. Like items of materials, equipment shall be the end products of one manufacturer in order to provide standardization for appearance, operation, maintenance, spare parts, and manufacturer's service.

B. Applicable Documents

1. ASTM (American Society for Testing and Materials) Standards:

D618 Conditioning Plastics and Electrical Insulating Materials for Testing
D638 Tensile Properties of Plastics
D790 Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
D883 Definitions of Terms Relating to Plastics
D1505 Density of Plastics by the Density-Gradient Technique
D1525 Test Method for Vicat Softening Temperature of Plastics
D1693 Test Method for Environmental Stress-Cracking of Ethylene Plastics
D1998 Standard Specification for Polyethylene Upright Storage Tanks
D2765 Degree of Crosslinking in Crosslinked Ethylene Plastics as Determined by Solvent Extraction
D2837 Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials
D3892 Practice for Packaging/Packing of Plastics
F412 Definitions of Terms Relating to Plastic Piping Systems

2. ARM (Association of Rotational Molders) Standards:

   Low Temperature Impact Resistance (Falling Dart Test Procedure)

3. ANSI Standards:

   B-16.5 Pipe Flanges and Flanged Fittings

4. OSHA Standards:

   29 CFR 1910.106 Occupational Safety and Health Administration, Flammable and Combustible Liquids

5. UBC CODE:

   Uniform Building Code 1997 Edition

C. Chemical Compatibility

1. Chemical compatibility shall be according to the following chemical resistance guides:

   Pruett, Kenneth M., "Chemical Resistance Guide for Elastomers", Compass Publications.

   Pruett, Kenneth M., "Compass Corrosion Guide II", Compass Publications.

2. These references shall be considered as general guidelines only. In many cases, combinations of these chemicals are used in such a way that only the customer (by testing molded product samples) can make a determination in regards to acceptability.

D. Materials

1. The material used shall be virgin polyethylene resin as compounded and certified by the manufacturer. The tanks shall be made from linear polyethylene resin as manufactured by Exxon Chemical, or resin of equal physical and chemical properties.

2. All polyethylene resin material shall contain a minimum of a U.V. 8 stabilizer as compounded by the resin manufacturer. Pigments may be added at the purchaser's request, but shall not exceed 0.25% (dry blended) of the total weight.

3. Mechanical Properties of Type II tank material:

| PROPERTY | ASTM | VALUE |
|---|---|---|
| Density (Resin) | D1505 | 0.940-0.947 g/cc |
| Tensile (Yield Stress 2"/min) | D638 | 2700 PSI |
| Elongation at Break (2"/min.) | D638 | 350% |
| ESCR (100% Igepal, Cond. A, F50) | D1693 | 400-1000 hours |
| ESCR (10% Igepal, Cond. A, F50) | D1693 | 200-500 hours |

| | | |
|---|---|---|
| Vicat Softening Degrees F. Temperature | D1525 | 235 |
| Flexural Modulus | D790 | 97,000 – 103,000 PSI |

E. Design Requirements

1. The minimum required wall thickness of the cylindrical shell at any fluid level shall be determined by the following equation, but shall not be less than 0.187 in. thick.

   T = P x O.D. /2 SD = 0.433 x S.G. x H x O.D. /2 SD

   T = wall thickness
   SD = hydrostatic design stress, PSI
   P = pressure (.433 x S.G. x H), PSI
   H = fluid head, ft.
   S.G. = specific gravity, g/cm^3
   O.D. = outside diameter, in.

   a. The hydrostatic design stress shall be determined by multiplying the hydrostatic design basis, determined by ASTM D2837 using rotationally molded samples, with a service factor selected for the application. The hydrostatic design stress is 600 PSI at 73 degrees Fahrenheit for Type I and Type II materials. In accordance with the formula in 6.1, the tank shall have a stratiform (tapered wall thickness) wall.

   b. The hydrostatic design stress shall be derated for service above 100 degrees Fahrenheit and for mechanical loading of the tank.

   c. The standard design specific gravity shall be 1.9.

2. The minimum required wall thickness for the cylinder straight shell must be sufficient to support its own weight in an upright position without any external support.

F. Dimensions and Tolerances

1. All dimensions will be taken with the tank in the vertical position, unfilled. Tank dimensions will represent the exterior measurements.

   a. The tolerance for the outside diameter of the primary tank, including out of roundness, shall be per ASTM D1998.

   b. The tolerance for fitting placements shall be +/- 0.5 in. in elevation and 2 degrees radial at ambient temperature.

G. Test Methods

1. Test specimens shall be taken from fitting location areas or piggy-back test molds.

2. Low Temperature Impact Test

   a. Test specimens shall be conditioned at -40 degrees Fahrenheit for a minimum of 2 hours.

b. The test specimens shall be impacted in accordance with the standard testing methods as found in ASTM D1998. Test specimens < 1/2" thickness shall be tested at 100 ft.-lb. Test specimens > 1/2" thickness shall be tested at 200 ft.-lb.

3. Ultrasonic Tank Thickness Test

a. All tanks shall be measured for tank wall thickness at 6", 1ft., 2ft. and 3ft. on the tank sidewall height at 0° and 180° around the tank circumference with 0° being the tank manway and going counter-clockwise per ANSI standard drafting specifications. A copy of this test report can be ordered when placing the original tank order. All tanks shall meet design thickness requirements and tolerances.

4. Hydrostatic Water Test

a. The hydrostatic water test shall consist of filling the tank to brim full capacity for a minimum of four hours and conducting a visual inspection for leaks. A hydrostatic water test will be conducted if ordered by the customer.

5. The tank shall be visually inspected to determine such qualities as are discussed in below under subsection H. Workmanship.

H. Workmanship

1. The finished tank wall shall be free, as commercially practicable, of visual defects such as foreign inclusions, air bubbles, pinholes, pimples, crazing, cracking and delamination's that will impair the serviceability of the vessel. Fine bubbles are acceptable to the degree in which they do not interfere with proper fusion of the resin melt.

2. All cut edges where openings are cut into the tanks shall be trimmed smooth.

I. Tank Fittings (Nozzles)

1. Top Fittings - Threaded Bulkhead

The bulk storage tanks shall be supplied with 2 separate 4" bulkhead fitting on the top for a vent and level indicator connections and a 2" bulkhead fitting on top for a fill connection. The bulkhead fittings shall be constructed of PVC. Gaskets shall be a minimum of 1/4" thickness and constructed of 60-70 durometer Viton.

2. Side Fittings – Bolted Flanged Connection

a. A 2" titanium Bolted Flanged Connection with a viton gasket shall provide a seal for the bottom fitting. The heads of the bolts shall be encapsulated in HDLPE. Gaskets shall be a minimum of 1/4" thickness. Siphon tubes shall be added to the flanged fittings specified above. A siphon tube will allow these fittings, when used as drainage fittings, to provide better tank drainage.

J. Tank Attachments

1. Tank Attachments - Manway

a. Manways shall be a minimum opening of 22" safe surge or pop-up style. All manways shall be constructed of polyethylene material.

K. Tank Accessories

1. None.

L. Marking, Packing and Packaging

1. The tanks shall be marked to identify the product, date (month and year) of manufacture, capacity, and serial number. The tank shall be shipped with a 3 of 9, HRI bar code label containing tank description, manufacturing order number, part number, serial number, manufacturer, and date.
2. The proper caution or warning signs as prescribed by OSHA standard 29 CFR 1910.106 shall be customer determined and supplied.
3. All packing, packaging, and marking provisions of ASTM Practice D3892 shall apply to this standard.
4. All fittings shall be installed, removed and shipped separately.

M. Installation

1. Install the high density linear polyethylene tanks in accordance with the Drawings and the manufacturer's instructions.
2. All fitting connections must be installed with flexible type connections as per the Manufacturers recommendations.
3. Make all pipe connections to tanks as shown on the Drawings.
4. Following the field test, tanks and support members shall be anchored in their final position according to the manufacturer's recommendations.

N. Field Testing

1. After installation, each tank connecting pipes, and valving shall be field tested by filling with water. The tank and fittings shall hold water without loss, evidence of weeping or capillary action for a period of 24 hours prior to acceptance. The Owner may also inspect each tank for defects, damage, and conformance with the Specifications.
2. Should any defects become evident during inspection, testing, or within the guarantee period, the Contractor shall repair or replace the defective tank or fitting as approved by the Owner.

## 2.5. Miscellaneous Equipment

A. Chemical Feed Piping

1. The Contractor shall furnish and install all chemical feed piping for the storage tanks and between the storage tanks and the pump skid (that was not replaced this previous Fall) and between the pump skid and the injection point including all valves, ball check valves and pipe supports. All valves shall be the ASAHI valves described previously. All piping and socket welding shall be as described previously. All pipe supports shall be FRP uni-strut with PVC clips or PVC clicks on minimum of 48" centers. All piping shall be Schedule 80 PVC. Contractor shall install flexible PVC piping on the discharge of the sodium hypochlorite bulk storage tank to allow for expansion and contraction of the tanks upon filling and emptying.

### 2.6. Spare Parts

A. Spare Parts

Provide the following spare parts to Pompano Beach upon delivery and installation of the equipment. Spare parts shall include all parts required for (2) years of normal maintenance of all components of the chemical metering system. All parts shall be in one box labeled with the Project Information:

a. (1) Maintenance kit for each chemical metering pump. Maintenance kits shall include but not be limited to diaphragm, check valve seats, gaskets and o-rings.

b. (4) spare backpressure/pressure relief valve diaphragms

c. (1) Spare pulse dampener boot

d. (1) Spare 1" ball valve

e. (1) Spare 1" Spears union slit to slip

f. (1) Spare 2" ball valve

## 3. EXECUTION

### 3.1. Permitting

(FDEP Permitting): The Contractor shall prepare all required Florida Department of Environmental Protection (FDEP) permitting and/or notification documents. The Contractor shall be responsible for any and all activities relating to obtaining any required permits. Upon completion of the work, the Contractor shall prepare all documents relating obtaining any required FDEP Clearance including the record drawings and O&M manuals. The Contractor shall pay the costs for any permitting.

### 3.2. Installation

A. (System Demolition) The Contractor shall be responsible for demolition and disposal of the existing sodium hypochlorite storage and chemical feed equipment and its associated piping.

B. (Temporary Feed Equipment Installation and Piping) The Contractor shall furnish and install a temporary 2,550-gallon double-walled tank outside the Chemical Building and a three pump skid outside of the Chemical Building and tie them together and into the existing chemical injection line flowmeters. The Contractor shall satisfactorily test this system and place it into operation. Once the plant personnel are satisfied with the operation of the temporary system (approximately one week), the Contractor shall then demolish the existing storage and feed equipment and its associated piping and replace it.

C. (Tank Installation) The sodium hypochlorite tanks shall be placed on the existing housekeeping pads. The 4" vent for each tank should be run out to the ceiling and tied together for each tank and run outside the building. The end of the common vent line should have a bug screen. The 2" fill line for each tank should be run along the south wall and around to the east wall and tied together in a common manifold. The 2" outlet on each tank should be tied together to a common manifold to feed the new pump skid. Each tank should have an isolation valve, flexible connection, a second isolation valve and a drain valve on the header from each tank. The Owner reserves the right to delay the Contractor's installation of the new tanks for up to sixty days after the tank demolition in the event that the Owner wants to make repairs and/or recoat the containment area. There will be no additional monies paid by the Owner to the Contractor for such delay and Contractor should build the potential of this delay into their pricing.

D. (Pump Skid Installation) The sodium hypochlorite chemical pump skids shall be installed in the Chlorine Room adjacent to its associated bulk storage tanks. The skids shall be installed in compliance with the manufacturer's instructions. The Contractor shall be responsible for the electrical wiring to the chemical feed pumps on the skid from the existing VFD and TBJ panels (new wiring shall be installed from the SCADA RTU to the Control Panel for the fourth pump). The Contractor shall run a 1" Schedule 80 PVC line from the top of the calibration column back to the top of the nearest bulk storage tank.

E. (Injection Piping) The Contractor shall run the permanent 1" Schedule 80 PVC chlorination lines out of the sodium hypochlorite pump skid to the two existing flowmeters going out to the injection points. Contractor shall replace the piping inside each injection vault at the end of the injection piping. The end of the injection lines shall be reduced and have a ½" isolation ball valve and a ½" backpressure valve going to an injection quill. The end of the line extending into each of these locations shall be on a ½" union to facilitate removal of the line for cleaning any calcification on the end of the line. All valves, piping and pipe supports shall be as previously specified.

### 3.3. Services

A. The piping shall be pressure tested for a minimum of four hours at 100 psi before being placed into service. The acceptable pressure gage movement is less than 2 psi or the test shall be re-performed.

B. Upon completion of the entire installation, a full operating test shall be performed in the presence of the Pompano Beach Utilities designated personnel. The Contractor shall furnish all labor, materials and equipment required for such test and shall correct any deficiencies noted.

C. The Contractor shall provide two four hour training sessions for Pompano Beach Utilities personnel to include two hours of classroom training on disinfection and chemical handling, safety and basic system operations.

D. The Contractor shall provide unlimited startup services as required to startup and operate the system.

E. The Contractor shall provide one electronic and three hard copies of O&M manuals for the entire sodium hypochlorite system to include the existing equipment.

*****END OF TECHNICAL SPECIFICATION*****

(The rest of this page intentionally left blank)

## SECTION 01720

## PROJECT RECORD DOCUMENTS

### PART 1 GENERAL

### 1.01 THE REQUIREMENT

A. The CONTRACTOR shall at all times maintain at the site of the project a record copy of:

1. Drawings
2. Specifications
3. Addenda
4. Change Orders and other modifications to the Contract.
5. Approved Shop Drawings, Product Data and Samples.
6. Field Test Records.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. All applicable sections of the Specifications.

B. General conditions.

### 1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store documents and samples in CONTRACTOR'S field office apart from documents used for construction.

1. Provide files and racks for storage of documents.
2. Provide locked cabinet or secure storage space for storage of samples.

B. File documents and samples in accordance with CSI format.

C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

D. Make documents and samples available at all times for inspection by CITY'S Representatives.

### 1.04 MARKING DEVICES

A. Provide felt tip marking pens for recording information in the color code designated by PROGRAM MANAGER.

### 1.05 RECORDING

Definition: The Project Record is the updated and revised plans and specifications, including a running account of all known revisions and changes made to the original plans

and specifications, complete with copies of any field sketches and clarifications, issued over the course of construction. The Project Record is the responsibility of the CONTRACTOR.

A. The CONTRACTOR shall label each document, "PROJECT RECORD" in neat large printed letters, or by rubber stamp.

B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.

C. Drawings: Legibly mark to record actual construction:

1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
3. Field changes of dimension and detail.
4. Changes made by Field Order or by Change Order.
5. Details not on original Contract Drawings.
6. The Record Drawing set shall show benchmark positions and their vertical values. Benchmarks are optional for Plan Views, but required for Profile Views.

D. Specifications and Addenda; Legibly mark each Section to record:

1. Manufacturer, trade name, catalog number, and supplier of each produce and item of equipment actually installed.
2. Changes made by field order or by Change Order.

**1.06 RECORD DRAWINGS**

Definition: The Record Drawings are a revised set of drawing submitted by a contractor upon completion of a project. They reflect all changes made in the specifications and working drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the contract.

A. The CONTRACTOR shall maintain full size (24"X 36") project record to reflect the "record" items of work as the work progresses. Upon completion of the work, the CONTRACTOR shall prepare a set of record drawings on full-size, reproducible material and an electronic file in (DWG format, AutoCAD, Version 2011 or more recent version OR GIS). The record drawings will, in the greatest possible detail, reproduce the exact final conditions of the entire project. Including, but not limited to, final survey, utilities, architecture, structural, civil conditions, electrical, mechanical, paving, landscaping, irrigation, updating all details and all notes, parking, and any other plans related to a specific project. For the purpose of producing the final record drawings, based on the project record, the CONSULTANT will furnish one set of full size design drawings on reproducible material and an electronic file (DWG format, AutoCAD, Version 2011 or more recent version OR GIS) to the CONTRACTOR on compact disk or any other electronic means.

Definition: Design drawings or construction drawings, are drawings that are subject to clarifications, but are complete with enough information (plan, sections, dimensions,

details, and notes, ect.) to enable the depicted item's construction or replication without additional information.

B. At a minimum the project record shall be reviewed on the 20th working day of every third month, or more often, as deemed necessary by PROGRAM MANAGER, after the month in which the final Notice-to Proceed is given as well as on completion of WORK. Failure to maintain the project record up-to-date shall be grounds for withholding monthly progress payments until such time as the record drawings are brought up-to date.

C. The project record shall be accessible to the CITY at all times during construction period.

D. The cost of maintaining record changes, and preparation of the record drawings shall be included in the unit prices bid for the affected items. Upon completion of the WORK, the CONTRACTOR shall furnish the PROGRAM MANAGER the set of record drawings on full-size, reproducible material and an electronic file in (DWG format, AutoCAD, Version 2011 or more recent version OR GIS) Pay request quantities must match this same set of record drawings . The completed Record drawings shall be delivered to the PROGRAM MANAGER at least 48 hours prior to final inspection of the work. The Final Inspection will not be conducted unless the Record Drawings are in the possession of the PROGRAM MANGER.

E. The completed (or final) record drawings shall be certified by a Professional Land Surveyor, a registered and licensed Architect, a registered and licensed Engineer, a registered and licensed Landscape Architect, registered in the State of Florida. This certification shall consist of the professional discipline official's embossed seal bearing the professional discipline official's registration number, signature and date on each sheet of the drawing set. In addition, the key sheet, cover sheet or first sheet of the plans set shall list the business address and telephone number for all of the professional discipline officials.

F. Representative items of work that should be shown on the record drawings as verified, changed or added are shown below:

1. All deviations from condition shown in the Construction Documents including Change Orders, Field Orders and other varying conditions.
2. Every utility (gas, telephone, power, water, force main, etc.) encountered and/or crossing drainage, water or sanitary sewer facilities (whether it is a conflict or has sufficient clearances) shall be located, both horizontally and vertically. The clearance between the facilities horizontal and vertical shall be noted. For instance, if a 2-inch gas main crosses over the top of a 6-inch potable water main, the bottom elevation of the gas main shall be noted and the top of the water main shall be noted. The difference between the two facilities will be the clearance between the two facilities. Parallel mains shall note the clearance between the outside of the mains. It shall be the CONTRACTOR's responsibility to note these crossings on a daily basis and insure that this information is reflected on the Record Drawing plan set. Crossings will not require state plane coordinates.
3. Pipelines that are "dead" or have been abandoned shall be located during construction and shall be annotated Record Drawing Plans.
4. As-built survey drawings shall meet applicable minimum technical standards for land surveys as outlined in Section 61G17 of the Florida Administrative Code.

**NOTE:** For technical information on AutoCAD and GIS, please refer to the "Electronic As Built Requirements" located on the City Engineering Website.
http://pompanobeachfl.gov/pages/department_directory/public_works/engineering_division/engineering division.html.php

PART 2 -PRODUCTS (Not Applicable)

PART 3 -EXECUTION (Not Applicable)

END OF SECTION -01720

Meeting Date: October 27, 2015 Agenda Item 5

REQUESTED COMMISSION ACTION:

| X | Consent | | Ordinance | X | Resolution | | Consideration/ Discussion | | Presentation |
|---|---|---|---|---|---|---|---|---|---|

SHORT TITLE

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, RECOMMENDING TO THE BROWARD COUNTY PLANNING COUNCIL THE REMOVAL OF NE 48th / 49th STREET FROM THE BROWARD COUNTY TRAFFICWAYS PLAN; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

## Summary of Purpose and Why:

At the March 10, 2015 City Commission hearing, Staff was directed to study NE 48th / 49th Street in regards to its designation as a Broward County Trafficway (copy of the minutes are attached). Staff has undertaken the study and has prepared an application to delete the roadway from the Trafficway Plan (copy of the *Draft* application is attached). As part of the application submittal package, the Broward County Planning Council requires a Resolution from the City specifically describing the Trafficway segment proposed for amendment and recommended width(s) and/or realignment (copy of the BCPC application is attached). A consideration for this application is the roadway's ownership; specifically, preliminary feedback from Broward County's Traffic Engineering Division indicates they will support the request if the city agrees to take ownership of the roadway. An additional consideration for this application is feedback from both County and MPO Staff, which indicates they will support the request if the City agrees to implement Complete Streets for this roadway; specifically, City Commission support for the proposed bike lanes for NE 48th / 49th Street included in the 2017/2019 MPO Mobility Projects (presented under separate resolution). The proposed application was recommended at the September 23, 2015 Planning and Zoning Board meeting.

(1) Origin of request for this action: Development Services Dept.
(2) Primary staff contact: Robin M. Bird/ Karen Friedman Ext. 7792
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: $6,798.00 / Professional Services Acct #001-1510-515.31-60

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE | |
|---|---|---|---|---|
| Dev. Services | 09/03/2015 | Approval | Memo #15-475 | |
| City Attorney | 09/02/2015 | Approval ✓ | Memo #2015-1548 | |
| X Planning and Zoning Board | | Approval | Memo #15-070 | (09/30/2015) |
| X City Manager | | | | |

| Ordinance | | Resolution | | Consideration | |
|---|---|---|---|---|---|
| Workshop | | | | | |
| 1st Reading | | 1st Reading | | Results: | Results: |
| 2nd Reading | | | | | |

**City Attorney's Communication #2015-1548**
September 2, 2015

**TO:** Karen Friedman, AICP, Principal Planner

**FROM:** Mark E. Berman, City Attorney

**RE:** Resolution – Amendment to the Broward County Trafficways Plan

As requested in your memorandum of August 31, 2015, Department of Development Services Memorandum No. 15-458, the following form of Resolutiom, relative to the above-referenced matter, has been prepared and is attached:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, RECOMMENDING TO THE BROWARD COUNTY PLANNING COUNCIL THE REMOVAL OF NE 48TH / 49TH STREET FROM THE BROWARD COUNTY TRAFFICWAYS PLAN; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

MARK E. BERMAN

/jrm
l:cor/dev-srv/2015-1548

Attachment

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, RECOMMENDING TO THE BROWARD COUNTY PLANNING COUNCIL THE REMOVAL OF NE 48TH / 49TH STREET FROM THE BROWARD COUNTY TRAFFICWAYS PLAN; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, NE 48th / 49th Street is an Arterial Road with a 106 foot right-of-way requirement from Dixie Highway to Federal Highway; and

**WHEREAS**, the majority of the existing right-of-way is 70 feet, with a small portion at 93 feet; and

**WHEREAS**, NE 48th / 49th Street serves the single family residential area known as the Highlands, which is approximately 100% developed; and

**WHEREAS**, the 106 foot right-of-way requirement would intersect many existing single family homes located on NE 48th /49th Street; and

**WHEREAS,** NE 48th / 49th Street is an existing two lane road, does not serve as a regional road, but operates as a local road for the Highlands neighborhood; and

**WHEREAS**, the city does not desire to widen the road or to redevelop the abutting single family properties, but desires to keep the two lane configuration to maintain the existing residential character; and

**WHEREAS**, the city has supported, via separate resolution, bike lanes to be designed and constructed along NE 48th / 49th Street as part of the MPO Complete Streets Initiative's Mobility Programs in order to create a residential roadway which promotes pedestrian and bicycle

transportation and maintain the existing residential character of NE 48th / 49th Street; now, therefore,

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That the City of Pompano Beach hereby recommends to the Broward County Planning Council that NE 48th / 49th Street be removed from the Trafficways Plan of Broward County.

**SECTION 2.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____ day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

MEB/jrm
9/2/15
l:reso/2015-484

**CITY COMMISSION MEETING MINUTES MARCH 10, 2015**

**PAGE 29**

**REGULAR ITEMS – CONTINUED**

Comr. Moss stated that perhaps staff would like to discuss this further with him, because he has owned and operated a consignment store.

**P.H. 2015-46; ORD. NO. 2015-... TIME 01:31:06 ITEM 20**

AN ORDINANCE AMENDING CHAPTER 100, "STREETS AND SIDEWALKS," OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 100.01, "MINIMUM RIGHT-OF-WAY," TO REVISE MINIMUM WIDTH REQUIREMENT FOR VARIOUS STREETS WITHIN THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

The Ordinance was read by title only.

**MOTION:** To approve the Ordinance upon First Reading, as amended

| Names of Commrs. | M | S | V Y | V N |
|---|---|---|---|---|
| **ROLL CALL** | | | | |
| Dockswell | | x | x | |
| Hardin | x | | x | |
| Moss | | | x | |
| Phillips | | | x | |
| Burrie | | | x | |
| Fisher | | | x | |

Karen Friedman, Principal Planner, Development Services Department, stated that the item relates to text amendments to Chapter 100. In addition, she will also address some of the issues on Northeast 48th and 49th Street.

Ms. Friedman's presentation provided the following:

- Background information
- Proposed Amendments
- Broward County Trafficways Plan

***Please refer to the attached presentation for details.***

| Names of Commrs. | M | S | V Y | V N |
|---|---|---|---|---|

**CITY COMMISSION MEETING MINUTES MARCH 10, 2015**

**PAGE 30**

**REGULAR ITEMS – CONTINUED**

Ms. Friedman noted that during the processing of the code amendment, she was contacted by a member of the Highland Civic Association, who expressed strong concerns about the inclusion of Northeast 48th and 49th street in the City's list of roadways that had a greater right-of-way (ROW) requirement. In sum, those concerns were that Northeast 48th and 49th Street not be included in the proposed list. The civic associations cannot apply for this. Therefore, the City Commission would apply for Northeast 48th and 49th Street to be removed from the Broward County Trafficways Plan.

Ms. Friedman continued her presentation strictly addressing the Northeast 48th and 49th Street issues as follows:

- Specific Concerns
- Existing Conditions
- Regional Roadway
- 106 foot Right Of Way Analyzed (staff agrees with the Civic Association's concern of the impact if this was implemented)
- Additional Considerations (although shown, none was implemented)
- Recommendation

***Please refer to the attached presentation for details.***

Additionally, Ms. Friedman indicated there were funds received by the Highlands Civic Improvement Association (Association) in relationship to the Shoal Creek Land Use Plan Amendment. However, upon review of the language in the agreement, staff felt that the cost associated with this has met the intent of the money received by the Association, with regard to the request not to include Northeast 48th and 49th Street in the proposed list of streets. Therefore, until it is removed from the Trafficways Plan it would be disingenuous, as well as incorrect not to include it in the list of streets. This is to reiterate the County's requirement.

| Names of Commrs. | M | S | V Y | V N |
|---|---|---|---|---|

**CITY COMMISSION MEETING MINUTES MARCH 10, 2015**

**PAGE 31**

**REGULAR ITEMS – CONTINUED**

Roy Rogers, 5141 Northeast 31st Avenue, Lighthouse Point, FL, indicated that he is a resident of Lighthouse Point. However, he requested that the city continue Northeast 48th and 49th Street as it is really a corridor with two numbered streets. On the other side of Federal Highway from this corridor, it is like "night and day." The area is depressed and crying out for help. Therefore, he commended Ms. Friedman for simplifying a very complex situation.

Finally, as a resident of Lighthouse Point, as a member and authorized speaker of the City of Pompano Beach Economic Development Council, as well as a coordinator/consultant of the City who has been requested by the administration to look at type of matters such as this, he endorses this item.

Walter Syrek, 1311 Northeast 43rd Court, Pompano Beach, FL, stated that he is representing the Pompano Beach Highlands Civic Improvement Association, which opposes this proposed ordinance. Subsequently, he asked a number of questions of staff to include:

1) Did Broward County lodge any objection or complaint to deleting the Trafficways plan from the zoning ordinance when Clarion Associates revised the zoning ordinance and that section was removed?

Ms. Friedman replied, she did not know if they were made aware of it, so the answer is no.

2) Has the City received any requests from Broward County to include the Trafficways plan in the City Code?

Ms. Friedman replied no.

| Names of Commrs. | M | S | V Y | V N |
|---|---|---|---|---|

**CITY COMMISSION MEETING MINUTES MARCH 10, 2015**

**PAGE 32**

**REGULAR ITEMS – CONTINUED**

Mr. Syrek provided an explanation on the neighborhood road and how it currently operates and the surrounding establishments located on the road. He indicated that a major roadway such as Dixie Highway is dedicated an 80 foot collector road, yet the road in his neighborhood is designated to be a 106 foot arterial. The houses in his neighborhood were built in the 1950's according to the code of Broward County at that time. So, the intent to take this out of the zoning ordinance and put it in the City Code in Section 100.01(B) where it will be hard to find, will only create an opportunity for staff to create problems for homeowners in their requests for permits.

Additionally, Mr. Syrek requested that the City allow them some time to consider the different options that exist. He questioned whether the commission's failure to pass the item would delay any planned development for the area, to which Ms. Friedman replied no.

In conclusion, Mr. Syrek stated that the issues that the City has brought forward need to be discussed and options be reviewed. Moreover, to put this in the City's code does not help with any case the homeowners' may have with the county to perform changes to the county's plan. Therefore, widening the road would have no benefit to Pompano Beach, so the commission should not ratify something that the County may or may not want.

Vice Mayor Burrie noted that a comment was made that this was in the City in 1957, however, the Highlands area was not in the city at that time. In addition, no indication was provided as to how this would affect the residents. In fact, the road would actually be right in the front door of those property owners. Moreover, the possibility of Broward County doing anything to the road would take numerous years prior to it happening. Therefore, to recommend putting this in the City's code would only create angst in a number of residents who are trying to quietly live and improve their neighborhood.

| Names of Commrs. | M | S | V Y | V N |
|---|---|---|---|---|

**CITY COMMISSION MEETING MINUTES MARCH 10, 2015**

**PAGE 33**

**REGULAR ITEMS – CONTINUED**

Additionally, Vice Mayor Burrie indicated that she will be voting against the item if Northeast 48th and 49th Street is added into it. She indicated that sometime ago, the Highlands Civic Improvement Association negotiated with a builder for a sum of money to be used for improvements to the homes in their neighborhoods and an internal trafficway study for speedbumps, as well as $10,000 for a dog park. In addition to that, she and a former planner negotiated with the same builder to get a much larger sum of money for the City. Later on, they negotiated for a lesser sum of money so that they would provide a right of way for the seven-year plan for the North Broward Park. All this was vetted and everybody "got what they wanted."

Furthermore, the money that the Association had received, the check went to Broward County and thereafter went to the City's Zoning Department. Vice Mayor Burrie clarified that the deal was between the Association and the Developer, not the City of Pompano Beach. She does not understand why the Development Services Department is requesting that the Association pay for a traffic study, when no other Association in the City has been required to do it. Finally, she questioned the reason behind putting this into the City's code.

Robin M. Bird, Development Services Director indicated that the points brought out are excellent. However, he said the County did not receive the money neither did the City. In fact, as to who should the check be made out to had created a long process with the Developer and the County to acquire a deed restriction required by the County, which was worked out. Nevertheless, staff is presenting an opportunity to partner with the neighborhood to get it off the Trafficways plan or reduce it from the right-of-way. In fact, similar action has been successfully completed in other neighborhoods.

| Names of Commrs. | M | S | V Y | V N |
|---|---|---|---|---|

**CITY COMMISSION MEETING MINUTES MARCH 10, 2015**

**PAGE 34**

**REGULAR ITEMS – CONTINUED**

Additionally, Mr. Bird provided a brief historical background on prior and post annexation of the Highlands into the City, as well as how the road was put into the code. Therefore, staff is seeking direction to move forward. Monies will be involved as well as a traffic study, which there is no need to do two. In sum, Mr. Bird said that if the Association partner with the City they would get more for their money.

Mayor Fisher confirmed that the City was able to remove Northeast 5th Avenue, 10th Street and 11th Street.

Dennis W. Beach, City Manager stated that Mr. Syrek indicated that if this goes into the City's code, it could create title and financing issues, and things of that nature for the neighborhood. Therefore, he asked if that condition exist today, and if it does how would that exasperate the issue.

Mr. Bird replied that the City is already obligated to gain the rights-of-way according to the Broward County Trafficways plan.

Vice Mayor Burrie explained that currently the residents cannot do anything to the front of their houses. However, if this became a reality, they would literally cut off the front part of their houses, causing them to step out of their front door right on to a four-lane street.

A lengthy discussion ensued between the City Manager, the Development Services Director, staff, Mr. Syrek and the Commission regarding the pros and cons of placing this in the City's Code of Ordinances.

Mayor Fisher asked what steps would be necessary to remove it from the trafficway and leave the road as it is today.

Mr. Bird replied that they would have to provide an application accompanied by a traffic study in order to justify a lower width.

**CITY COMMISSION MEETING MINUTES MARCH 10, 2015**

**PAGE 35**

**REGULAR ITEMS – CONTINUED**

Gordon B. Linn, City Attorney advised that the Commission could direct staff to start the study and make the application the study to reduce the roadway with the Broward County plan. However, to keep it in the ordinance or not, staff is recommending that the City go ahead and put it on as it actually is with the County's plan. If this will create other problems, perhaps it could be stricken from the ordinance with the understanding that as soon as the study comes back they will revisit the issue.

Mayor Fisher suggested that the commission strike that particular portion and direct staff to go for further study of it.

**MOTION:** To amend the Ordinance by striking from it the particular section regarding Northeast 48th and 49th Street and direct staff to do further study on it.

| Names of Commrs. | M | S | V Y | V N |
|---|---|---|---|---|
| **ROLL CALL** | | | | |
| Dockswell | | | x | |
| Hardin | | x | x | |
| Moss | | | x | |
| Phillips | | | x | |
| Burrie | x | | x | |
| Fisher | | | x | |

Comr. Phillips reasoned that if Broward County will be putting in a bike path, they would have done a study for it and perhaps that could be utilized.

Vice Mayor Burrie indicated that on Thursday, she will attend a meeting of the Metropolitan Planning Organization, (MPO) and have all the documentation on where all the bike paths will be located.

**P.H. 2015-45; ORD. NO. 2015-... TIME 02:16:34 ITEM 21**

AN ORDINANCE AMENDING CHAPTER 155, "ZONING CODE," OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH, FLORIDA, BY AMENDING SECTION 155.5704, "FRONTAGE AND ACCESS," TO PLACE RIGHT-OF-WAY MINIMUM WIDTH REQUIREMENTS WITHIN SECTION 100.01 OF THE CITY CODE OF ORDINANCES AND TO REVISE MINIMUM DISTANCE A STRUCTURE MAY

## APPENDIX 2 - APPLICATION FOR AMENDMENT TO THE BROWARD COUNTY TRAFFICWAYS PLAN

THE FOLLOWING INFORMATION MUST BE PROVIDED TO THE BROWARD COUNTY PLANNING COUNCIL BEFORE AN AMENDMENT TO THE BROWARD COUNTY TRAFFICWAYS PLAN WILL BE ACCEPTED FOR PROCESSING.

1. LOCAL GOVERNMENT RECOMMENDATION

   A. Resolution from the local government specifically describing the Trafficways segment proposed for amendment and recommended width(s) and/or realignment.

   B. Minutes from local governing body meeting.

   C. Local government staff report on the amendment as provided to the local governing body.

   D. The local government's rationale for the amendment. The Planning Council requests a condensed version suitable for inclusion in the Planning Council staff report.

   E. Name, title, address, telephone and facsimile number for the local government contact.

2. APPLICATION FEE

   Amendment applications, other than those submitted by the Broward County Board of County Commissioners or which are (co)sponsored by the Broward County Planning Council as per Article 3.3 of the "Documentation of the Broward County Trafficways Plan", are subject to the Broward County Trafficways Plan amendment fee schedule. Please contact the Planning Council office for information regarding the current fee.

3. AMENDMENT SUPPORT INFORMATION

   A. If a specific right-of-way plan or (re)alignment is proposed for a corridor, engineering drawings and/or other supporting documentation to establish the precise (re)alignment must be provided.

   B. Amendments to specific Trafficways which are also identified as "State Principal Arterial" or "State Minor Arterial" on the current Broward County State Highway Functional Classification Map must be accompanied by a position statement from the District IV Secretary of the Florida Department of Transportation.

C. Describe the existing and planned future land uses, per the effective municipal land use plan(s), in the amendment area.

D. Describe the current availability of public right-of-way along the amendment corridor and the extent of existing uses and structures within the current and/or proposed Trafficways corridor.

E. Describe the feasibility of acquiring additional rights-of-way along the amendment corridor as per the current and/or proposed Trafficways Plan width through the development and/or redevelopment of adjacent parcels.

F. Describe impacts the amendment may have on ingress and egress relative to adjacent properties.

G. Describe anticipated impacts on transit, bicycle, or pedestrian travel along the subject Trafficways segment and on the surrounding regional roadway network.

Planning Council staff will collect the information listed below and analyze traffic impacts resulting from the amendment. You may provide a traffic impact analysis for the amendment. If you submit a traffic impact analysis, please address the items listed below and provide information on the methodology utilized.

H. Provide the current average daily traffic volumes, roadway capacity, and level of service for the Trafficways segment proposed for amendment and the affected surrounding regional roadway network.

I. Provide Broward County Five (5) Year and Adopted Long Range Transportation Plan average daily traffic volumes, roadway capacities, and levels of service for the Trafficways segment proposed for amendment and the surrounding regional roadway network, both with and without the amendment.

J. Indicate what improvements are programmed or planned for the Trafficways segment proposed for amendment, including intersection, mass transit, bikeway, and pedestrian improvements. Indicate the year of the programmed or planned improvement(s).

# PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
# MEMORANDUM #15-070

**DATE:** September 30th, 2015

**TO:** City Commission

**FROM:** Planning and Zoning Board/ Local Planning Agency

**SUBJECT:** Broward County Trafficways Plan Amendment Recommendation

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At a meeting of the Planning and Zoning Board/ Local Planning Agency held on September 23rd, 2015, the Board reviewed the APPLICATION TO AMEND THE BROWARD COUNTY TRAFFICWAYS PLAN. The amendment requests removing NE 48th/49th Street from the Broward County Trafficways Plan.

It is the unanimous recommendation of the Board that APPLICATION TO AMEND THE BROWARD COUNTY TRAFFICWAYS PLAN be approved as submitted by staff.

Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency

kem
G:\Planning\STREETS Planning\Trafficways Plan Amendments\49th Street\P&Z Folder\P&Z Trafficways Plan Amendment Memo 15-070.doc

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# MEMORANDUM

## Development Services

**ADMINISTRATIVE MEMORANDUM NO. 15-475**

DATE: September 3, 2015

TO: Planning and Zoning Board

VIA: Robin M. Bird, Director of Development Services RB

FROM: Karen Friedman, AICP, Principal Planner KBF

RE: Application to Amend Broward County Trafficway
Delete NE 48th / 49th Street

At the March 10, 2015 City Commission Hearing, Staff was directed to process an application to amend the Broward County Trafficways Plan in regards to NE 48th / 49th Street. Staff has prepared an application to remove the roadway from the Trafficway Plan. As part of the application submittal, the Broward County Planning Council requires a resolution from the local government specifically describing the Trafficways segment proposed for amendment and recommended width(s) and/or realignment. Therefore the *attached Resolution* will be placed on the October 12, 2015 City Commission Agenda.

The following staff report provides a background as to how the determination to delete NE 48th / 49th Street was made as well as other pertinent information.

*Staff is seeking a recommendation from the Planning and Zoning Board to the City Commission regarding the proposed application to delete NE 48th / 49th Street from the Broward County Trafficways Plan.*

**Existing Conditions**

The NE 48th / 49th Street Trafficway originates at the intersection of NE 48th Street and Dixie Highway and concludes at the intersection of NE 49th Street and Federal Highway. The entire length of the roadway has a Trafficway designation as Arterial, 106 feet.

- The portion of the roadway between Dixie Highway and one block west of NE 14th Avenue is bordered by heavy commercial uses. The existing right-of-way in this portion of the roadway varies from 70 feet to 93 feet.
- The portion of the roadway between NE 14th Avenue and NE 19th Avenue is bordered by single family homes. The existing right-of-way in this portion of the roadway is 70 feet.
- The portion of the roadway between NE 19th Avenue and Federal Highway is bordered by retail uses. The existing right-of-way in this portion of the roadway is 70 feet.

**Concerns Regarding Trafficway Designation**

This roadway traverses the heart of a stable, single family neighborhood known as the Highlands. As mentioned, the existing dedicated ROW along the majority of the roadway is 70 feet. Additionally, the majority of the roadway is abutting single-family properties. The Trafficway designation of Arterial 106 ft would equate into an additional 18 feet of ROW into abutting properties. Due to the shallow depth of many of the abutting single-family properties' front yards, this additional 18 feet would, in many



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instances, bisect existing homes. Further, other homes "doorsteps" are situated just outside of this additional 18 feet area.

ROW dedication per the Trafficway Plan designation is required for Plat, Rezoning, Major Site Plans or the building of a new principal structure. Because of the historic and deep-routed single family community along this roadway, it is highly unlikely this area would be subject to Plat, Rezoning, or Major Site Plans. Therefore, the feasibility of acquiring additional right-of-way remains very challenging. Further, because the lots sizes are 75 feet or less in width, ROW dedication would result in a patchwork of ROW dedication.

**Determination to Reduce Trafficway Designation vs. Remove from Trafficway Plan**

Per Broward County land Use Plan, Article 3:

> 3.6(B) Width of Trafficways –*"No Trafficway shall be a width of less than 80 feet except for one-way pairs, corridors presently built out to either a 4-lane divided or 5-lane municipal cross section within 70 feet of right-of-way, and corridors with an adopted specific right-of-way plan which are consistent with and facilitate a specific regional purpose."*

Unless a specific right-of-way plan which facilitates a specific regional purpose is created, such as a Context Sensitive Corridor (discussed further below), the smallest Trafficway width is 80 feet. Therefore, the City has two options: (1) Request NE 48/49th Street be removed from the Trafficways Plan or (2) Request a reduction from 106 ft to 80 ft. If the City requests a reduction to 80 feet, abutting properties would be required to dedicate 5 feet if subject to Plat, Rezoning, or Major Site Plan, or if a new principal structure was built. Previous public comments received indicate that the abutting property owners do not want to be subject to any further roadway expansion or ROW dedications.

A Context Sensitive Corridor is a specific right-of-way plan which would enable a 70 foot ROW designation. However in order to be eligible to apply for a Context Sensitive Corridor the roadway must either be included in a CRA or traverse a mixed-use land use designation (RAC, LAC, TOC, TOD or MU-R). NE 48th / 49th Street does not meet either of these conditions and therefore cannot apply to be a Context Sensitive Corridor.

Therefore, due to the desire of the City to maintain this roadway at 70 feet, limit any expansion of roadway width, or disrupt the Highlands neighborhood, Staff has prepared an application to remove NE 48th / 49th Street from the Trafficways Plan. *A copy of the application and supporting documents is attached for your reference.*

**Application Consideration: Roadway Ownership**

The roadway is currently owned by Broward County. In conjunction with the Trafficway amendment application, Broward County's Traffic Engineering Division Staff has requested the city consider transferring ownership from the County to the City. ***A copy of the email with the request is attached.*** (In 2002, in conjunction with the deletion of NE 5th Avenue from the Trafficways Plan, the County transferred ownership to the City).

**Application Consideration: Complete Streets**

In addition to requesting a transfer of ownership, Broward County's Traffic Engineering Division Staff's preliminary feedback also includes the city agreeing to implement "Complete Streets" design elements with any future improvements on this Trafficway segment.

Additionally, the Application for Amendment to the Broward County Trafficways Plan requests the impact of the proposed deletion on transit, pedestrian transportation, and bicycle transportation.

Therefore, in order to address both the Broward County's Traffic Engineering Division's concerns, as well as the criteria regarding impacts on bicycle traffic, Staff is also recommending that the City Commission support the proposed bike lanes for NE 48th / 49th Street which are included in the 2017/2019 MPO Mobility Projects. This project is also included in a Resolution on the October 12, 2015 City Commission Agenda. The project includes a five foot wide bike lane on both sides of the street, narrowing the existing lanes from 12 feet wide to 10 feet wide, and increasing the paved right of way three feet on both sides. No additional ROW would be dedicated. Further, due to the recent repaving of the roadway, the MPO has agreed to delay the construction by one year (start as early as July 2019 and as late as June 2020).

**Staff's Recommendation**

Based on the aforementioned, Staff recommends applying for a complete deletion of NE 48th / NE 49th Street from the Broward County Trafficways Plan.

Enclosures:

1. Proposed Resolution
2. Email from David Huizenga / Broward County Traffic Engineering Division
3. Draft Trafficway Amendment Application / Visual of proposed MPO Bike Lane Project for NE 48th / 49th Street

## Karen Friedman

**From:** Huizenga, David <DHUIZENGA@broward.org>
**Sent:** Tuesday, March 31, 2015 11:35 AM
**To:** Karen Friedman
**Cc:** Robin Bird; Tornese, Richard; Terrier, Brad; Ton, Anh; Sebo, Andrew; Brunner, Scott; Schwarz, Pete
**Subject:** RE: NE 48th / 49th Street

Karen,

I have now heard back from County Public Works Department staff and there are no objections.

However, there was a comment about the City's plan for improvements on this Trafficway segment and whether the improvements would include "Complete Streets" design elements.

So, HCED staff is willing to support Planning Council approval of the proposed Trafficway reduction subject to two conditions:

1. The City taking over ownership of this segment of NE 48th/49th Street, and

2. The City would have to agree to implement "Complete Streets" design elements with any future improvements on this Trafficway segment.

I hope this information will assist you.

-dh

David Huizenga
Engineer III, Plat Section

Broward County Highway Construction and Engineering Division
Government Center West
1 N. University Drive, Room 300B
Plantation, FL 33324

Office: 954-577-4597
Cell: 954-494-7592

**RESOLUTION NO. 2015-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, RECOMMENDING TO THE BROWARD COUNTY PLANNING COUNCIL THE REMOVAL OF NE 48TH / 49TH STREET FROM THE BROWARD COUNTY TRAFFICWAYS PLAN; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, NE 48th / 49th Street is an Arterial Road with a 106 foot right-of-way requirement from Dixie Highway to Federal Highway; and

**WHEREAS**, the majority of the existing right-of-way is 70 feet, with a small portion at 93 feet; and

**WHEREAS**, NE 48th / 49th Street serves the single family residential area known as the Highlands, which is approximately 100% developed; and

**WHEREAS**, the 106 foot right-of-way requirement would intersect many existing single family homes located on NE 48th /49th Street; and

**WHEREAS**, NE 48th / 49th Street is an existing two lane road, does not serve as a regional road, but operates as a local road for the Highlands neighborhood; and

**WHEREAS**, the city does not desire to widen the road or to redevelop the abutting single family properties, but desires to keep the two lane configuration to maintain the existing residential character; and

**WHEREAS**, the city has supported, via separate resolution, bike lanes to be designed and constructed along NE 48th / 49th Street as part of the MPO Complete Streets Initiative's Mobility Programs in order to create a residential roadway which promotes pedestrian and

bicycle transportation and maintain the existing residential character of NE 48th / 49th Street; now, therefore,

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That the City of Pompano Beach hereby recommends to the Broward County Planning Council that NE 48th / 49th Street be removed from the Trafficways Plan of Broward County.

**SECTION 2.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____ day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

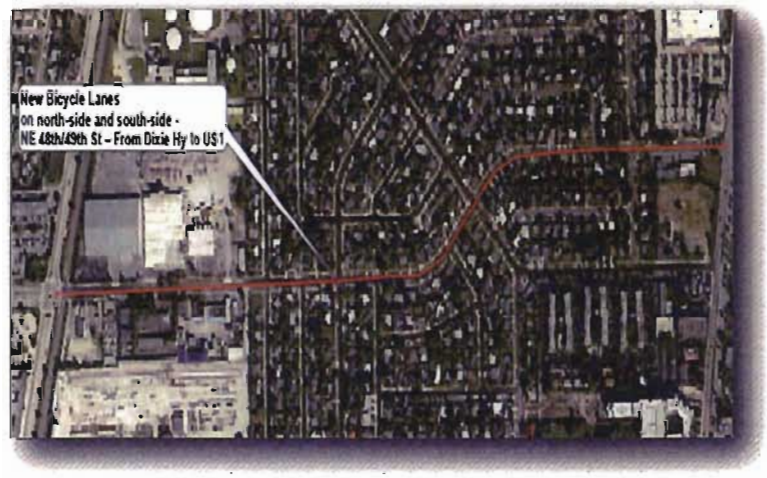
_____
**ASCELETA HAMMOND, CITY CLERK**

MEB/jrm
9/2/15
l:reso/2015-484

# City of Pompano Beach, Florida

## NE 48th/ 49th Street Trafficway Amendment

### Application for Amendments to the Broward County Trafficways Plan




**10-27-2015**

**Prepared by the City of Pompano Beach**
**Development Services Department**

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## 1) LOCAL GOVERNMENT RECOMMENDATION

**A.** Resolution from the Local Government
**Response**: See Exhibit A

**B.** Minutes from City Commission Hearing
**Response**: See Exhibit B

**C.** Local Government Staff Report
**Response**: See Exhibit C

## 2) APPLICATION FEE

Enclosed

## 3) AMENDMENT SUPPORT INFORMATION

**A. If a specific right-of-way plan or (re)alignment is proposed for a corridor, engineering drawings and/or other supporting documentation to establish the precise (re)alignment must be provided.**

**Response**: "Not Applicable" as application is to delete the entire length of NE 48th / NE 49th Street from the Trafficways Plan.

**B. Amendments to specific Trafficways which are also identified as "State Principal Arterial" or "State Minor Arterial" on the current Broward County State Highway Functional Classification Map must be accompanied by a position statement from the District IV Secretary of the Florida Department of Transportation.**

**Response**: "Not Applicable" as roadway is not a State Principal Arterial or State Minor Arterial.

**C. Describe the existing and planned future land uses, per the effective municipal land use plan(s), in the amendment area.**

**Response**: A copy of the section of the City's Future Land Use Plan Map is Exhibit D. A copy of the section of the City's Zoning Map is Exhibit E. Also see below table.

| Trafficway Portion | Future Land Use Designation | Zoning District | General Description of Existing Uses |
|---|---|---|---|
| ***West Portion*** / Dixie Highway and one block West of NE 14th Ave. | I-Industrial | I-1-General Industrial | Industrial Uses *(See Exhibit F)* |
| ***Middle Portion*** / NE 14th Ave. to NE 19th Ave. | L-Low 1-5 DU/AC | RS-3-Single Family Residence 3 | Single Family Use |
| ***East Portion*** / NE 19th Ave. to Federal Hwy/US-1 | C-Commercial | B-3-General Business | Retail Use *(See Exhibit F)* |

**D. Describe the current availability of public right-of-way along the amendment corridor and the extent of existing uses and structures within the current and/or proposed Trafficways corridor.**

**Response**: Please see the below table and referenced exhibits.

| Trafficway Portion | Dedicated ROW | Structures in existing ROW | Structures in Designated 106 ft ROW |
|---|---|---|---|
| ***West Portion*** / Dixie Highway and one block West of NE 14th Ave. | 70 ft to 93 ft (See Exhibit G) | Drive-ways and sidewalks | Parking lots, trees, and sidewalks |
| ***Middle Portion*** / NE 14th Ave. to NE 19th Ave. | 70 ft (See Exhibit G) | Drive-ways and sidewalks | Several single family dwelling units are impacted. A pictorial overview of the impacted properties is Exhibit H |
| ***East Portion*** / NE 19th Ave. to Federal Hwy/US-1 | 70 ft (See Exhibit G) | Drive-ways and sidewalks | Business structures and parking lots are impacted. |

**E. Describe the feasibility of acquiring additional rights-of-way along the amendment corridor as per the current and/or proposed Trafficways Plan width through the development and/or redevelopment of adjacent parcels.**

**Response**: City of Pompano Beach Code of Ordinances §100.01 lists the Minimum Right-of-Way for all street types and lists the required ROW per the Broward County Trafficway Plan. Zoning Code §155.5704 requires the following:

1. All property which abuts a local, collector, minor arterial and principal arterial street(s) shall not erect a building or structure closer than half of the applicable right-of-way width to the center line of the street(s).
2. All lots subject to a Plat, Rezoning, or Major Site Plan approval, as well as lots not subject to Major Site Plan approval but are developing a new structure or increasing an existing structure by 50% of the existing gross floor area, shall dedicate the required right-of-way.

Within the non-residential portions of the Trafficway, the feasibility of acquiring additional right-of-way per the current Trafficway Plan through the redevelopment of adjacent parcels is assured due to the above code sections.

Within the residential portions of the Trafficway, however, the feasibility of acquiring additional right-of-way is very challenging. As shown above, the city requires ROW dedication for Plat, Rezoning, Major Site Plans or the building of a new principal structure. Because of the historic and deep-routed single family community along this roadway, it is highly unlikely this area would be subject to Plat, Rezoning, or Major Site Plans. Therefore, the feasibility of acquiring additional right-of-way remains very challenging. Further, because the lots sizes are 75 feet or less in width, ROW dedication would result in a patchwork of ROW dedication.

Second, as demonstrated in Exhibit H, the 106 ft ROW designation runs right through many of the existing single-family dwellings units or ends at the "doorstep" of the remaining existing single-family dwellings units. Therefore even if several abutting lots were redeveloped and ROW was dedicated, adjacent parcels could likely have a home on either end of the ROW dedication.

Finally, the request to remove the roadway from the Trafficways Plan and maintain the 70 ft ROW is consistent with the Assessment of Broward County's Trafficways Plan for the Urban Infill Area prepared by Walter Keller in December 1999 which recommended the designation of this roadway be reduced to 80 feet.

**F. Describe impacts the amendment may have on ingress and egress relative to adjacent properties.**

**Response**: The amendment to delete the roadway from the Trafficway plan will have no impact on the ingress and egress relative to adjacent properties as the City will maintain the existing ROW. Further, all properties in the city are required to provide minimum ROW.

**G. Describe anticipated impacts on transit, bicycle, or pedestrian travel along the subject Trafficways segment and on the surrounding regional roadway network.**

**Response**: The anticipated impacts are listed below:

- Transit – No impacts, because there are no BCT bus routes on NE 48th / 49th Street. *See Exhibit I.*
- Bicycle – No impacts, because the city, via Resolution XX-XXXX has shown its supports for the MPO Mobility Program which includes bike lanes for NE 48th / 49th Street. *See Exhibit J.*
- Pedestrian – No impacts, because sidewalks currently exist along the entirety of NE 48th / 49th Street.

Name, title, address, telephone, facsimile number and e-mail of the local government contact.

Robin M. Bird, AICP
Development Services Director
robin.bird@copbfl.com

Karen Friedman, AICP
Principal Planner
karen.friedman@copbfl.com

City of Pompano Beach
Development Services Department
100 W. Atlantic Blvd.
Pompano Beach, Florida 33060
Phone (954)786-4634
Fax (954) 786-4666

## EXHIBITS

| | |
|---|---|
| Exhibit A | Resolution from the Local Government (Resolution **16-XXXX**) |
| Exhibit B | Minutes from City Commission Meeting (October 27, 2015) |
| Exhibit C | Local Government Staff Report |
| Exhibit D | Future Land Use Map |
| Exhibit E | Zoning Map |
| Exhibit F | Existing Uses along Western and Eastern portion of Trafficway |
| Exhibit G | Plat Maps showing Dedicated ROW |
| Exhibit H | Pictorial overview of properties impacted by 106 ft Trafficway Designation |
| Exhibit I | BCT Map |
| Exhibit J | Resolution **16-XXXX** in support of MPO Mobility Project /bike lanes along NE 48th/49th Street |
| Exhibit K | Information regarding MPO bike lane project for NE 48th/49th Street |

# EXHIBIT A

# *(Resolution from City Commission – to be inserted after 10/27/2015 CC Hearing)*

# Exhibit B

## *(Minutes from City Commission Hearing – to be inserted after 10/27/2015 CC Hearing)*

# EXHIBIT C

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# MEMORANDUM

## Development Services

**ADMINISTRATIVE MEMORANDUM NO. 15-475**

DATE: September 3, 2015

TO: Planning and Zoning Board

VIA: Robin M. Bird, Director of Development Services RB

FROM: Karen Friedman, AICP, Principal Planner KBF

RE: Application to Amend Broward County Trafficway
Delete NE 48th / 49th Street

At the March 10, 2015 City Commission Hearing, Staff was directed to process an application to amend the Broward County Trafficways Plan in regards to NE 48th / 49th Street. Staff has prepared an application to remove the roadway from the Trafficway Plan. As part of the application submittal, the Broward County Planning Council requires a resolution from the local government specifically describing the Trafficways segment proposed for amendment and recommended width(s) and/or realignment. Therefore the *attached Resolution* will be placed on the October 12, 2015 City Commission Agenda.

The following staff report provides a background as to how the determination to delete NE 48th / 49th Street was made as well as other pertinent information.

*Staff is seeking a recommendation from the Planning and Zoning Board to the City Commission regarding the proposed application to delete NE 48th / 49th Street from the Broward County Trafficways Plan.*

**Existing Conditions**

The NE 48th / 49th Street Trafficway originates at the intersection of NE 48th Street and Dixie Highway and concludes at the intersection of NE 49th Street and Federal Highway. The entire length of the roadway has a Trafficway designation as Arterial, 106 feet.

- The portion of the roadway between Dixie Highway and one block west of NE 14th Avenue is bordered by heavy commercial uses. The existing right-of-way in this portion of the roadway varies from 70 feet to 93 feet.
- The portion of the roadway between NE 14th Avenue and NE 19th Avenue is bordered by single family homes. The existing right-of-way in this portion of the roadway is 70 feet.
- The portion of the roadway between NE 19th Avenue and Federal Highway is bordered by retail uses. The existing right-of-way in this portion of the roadway is 70 feet.

**Concerns Regarding Trafficway Designation**

This roadway traverses the heart of a stable, single family neighborhood known as the Highlands. As mentioned, the existing dedicated ROW along the majority of the roadway is 70 feet. Additionally, the majority of the roadway is abutting single-family properties. The Trafficway designation of Arterial 106 ft would equate into an additional 18 feet of ROW into abutting properties. Due to the shallow depth of many of the abutting single-family properties' front yards, this additional 18 feet would, in many



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instances, bisect existing homes. Further, other homes "doorsteps" are situated just outside of this additional 18 feet area.

ROW dedication per the Trafficway Plan designation is required for Plat, Rezoning, Major Site Plans or the building of a new principal structure. Because of the historic and deep-routed single family community along this roadway, it is highly unlikely this area would be subject to Plat, Rezoning, or Major Site Plans. Therefore, the feasibility of acquiring additional right-of-way remains very challenging. Further, because the lots sizes are 75 feet or less in width, ROW dedication would result in a patchwork of ROW dedication.

**Determination to Reduce Trafficway Designation vs. Remove from Trafficway Plan**

Per Broward County land Use Plan, Article 3:

> 3.6(B) Width of Trafficways –*"No Trafficway shall be a width of less than 80 feet except for one-way pairs, corridors presently built out to either a 4-lane divided or 5-lane municipal cross section within 70 feet of right-of-way, and corridors with an adopted specific right-of-way plan which are consistent with and facilitate a specific regional purpose."*

Unless a specific right-of-way plan which facilitates a specific regional purpose is created, such as a Context Sensitive Corridor (discussed further below), the smallest Trafficway width is 80 feet. Therefore, the City has two options: (1) Request NE 48/49th Street be removed from the Trafficways Plan or (2) Request a reduction from 106 ft to 80 ft. If the City requests a reduction to 80 feet, abutting properties would be required to dedicate 5 feet if subject to Plat, Rezoning, or Major Site Plan, or if a new principal structure was built. Previous public comments received indicate that the abutting property owners do not want to be subject to any further roadway expansion or ROW dedications.

A Context Sensitive Corridor is a specific right-of-way plan which would enable a 70 foot ROW designation. However in order to be eligible to apply for a Context Sensitive Corridor the roadway must either be included in a CRA or traverse a mixed-use land use designation (RAC, LAC, TOC, TOD or MU-R). NE 48th / 49th Street does not meet either of these conditions and therefore cannot apply to be a Context Sensitive Corridor.

Therefore, due to the desire of the City to maintain this roadway at 70 feet, limit any expansion of roadway width, or disrupt the Highlands neighborhood, Staff has prepared an application to remove NE 48th / 49th Street from the Trafficways Plan. *A copy of the application and supporting documents is attached for your reference.*

**Application Consideration: Roadway Ownership**

The roadway is currently owned by Broward County. In conjunction with the Trafficway amendment application, Broward County's Traffic Engineering Division Staff has requested the city consider transferring ownership from the County to the City. ***A copy of the email with the request is attached.*** (In 2002, in conjunction with the deletion of NE 5th Avenue from the Trafficways Plan, the County transferred ownership to the City).

**Application Consideration: Complete Streets**

In addition to requesting a transfer of ownership, Broward County's Traffic Engineering Division Staff's preliminary feedback also includes the city agreeing to implement "Complete Streets" design elements with any future improvements on this Trafficway segment.

Additionally, the Application for Amendment to the Broward County Trafficways Plan requests the impact of the proposed deletion on transit, pedestrian transportation, and bicycle transportation.

Therefore, in order to address both the Broward County's Traffic Engineering Division's concerns, as well as the criteria regarding impacts on bicycle traffic, Staff is also recommending that the City Commission support the proposed bike lanes for NE 48th / 49th Street which are included in the 2017/2019 MPO Mobility Projects. This project is also included in a Resolution on the October 12, 2015 City Commission Agenda. The project includes a five foot wide bike lane on both sides of the street, narrowing the existing lanes from 12 feet wide to 10 feet wide, and increasing the paved right of way three feet on both sides. No additional ROW would be dedicated. Further, due to the recent repaving of the roadway, the MPO has agreed to delay the construction by one year (start as early as July 2019 and as late as June 2020).

**Staff's Recommendation**

Based on the aforementioned, Staff recommends applying for a complete deletion of NE 48th / NE 49th Street from the Broward County Trafficways Plan.

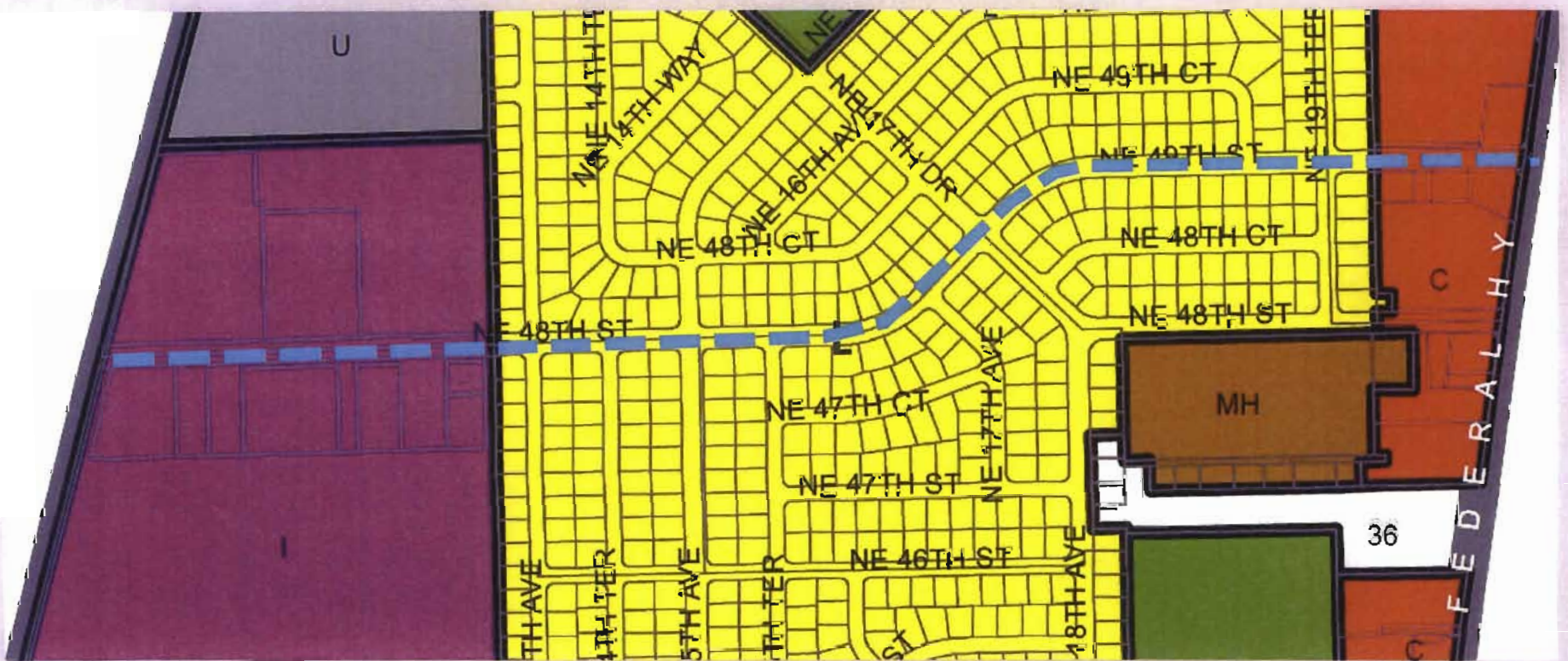
Enclosures:

1. Proposed Resolution
2. Email from David Huizenga / Broward County Traffic Engineering Division
3. Draft Trafficway Amendment Application / Visual of proposed MPO Bike Lane Project for NE 48th / 49th Street

# Exhibit D

# CITY OF POMPANO BEACH
# Future Land Use Map

## Map Updated: August 21, 2015

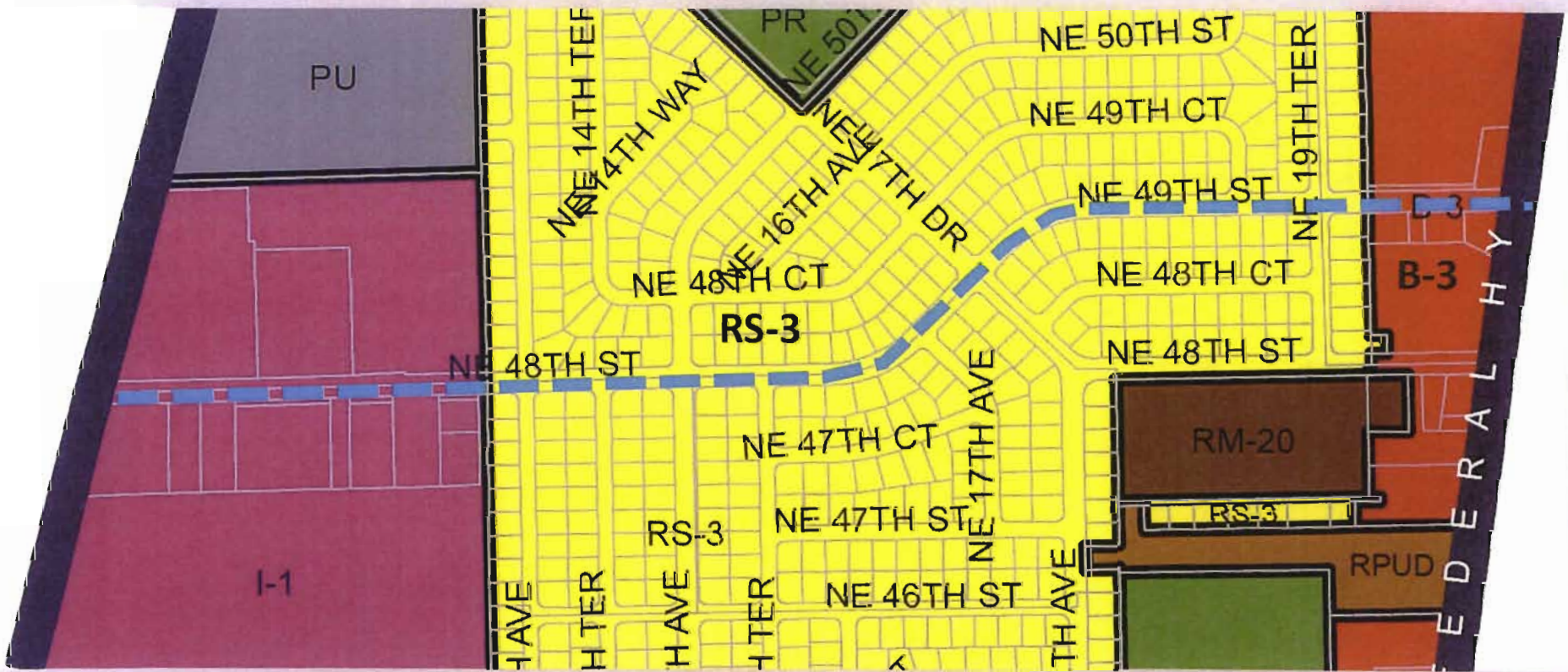



NE 48 / 49th Street

# Exhibit E

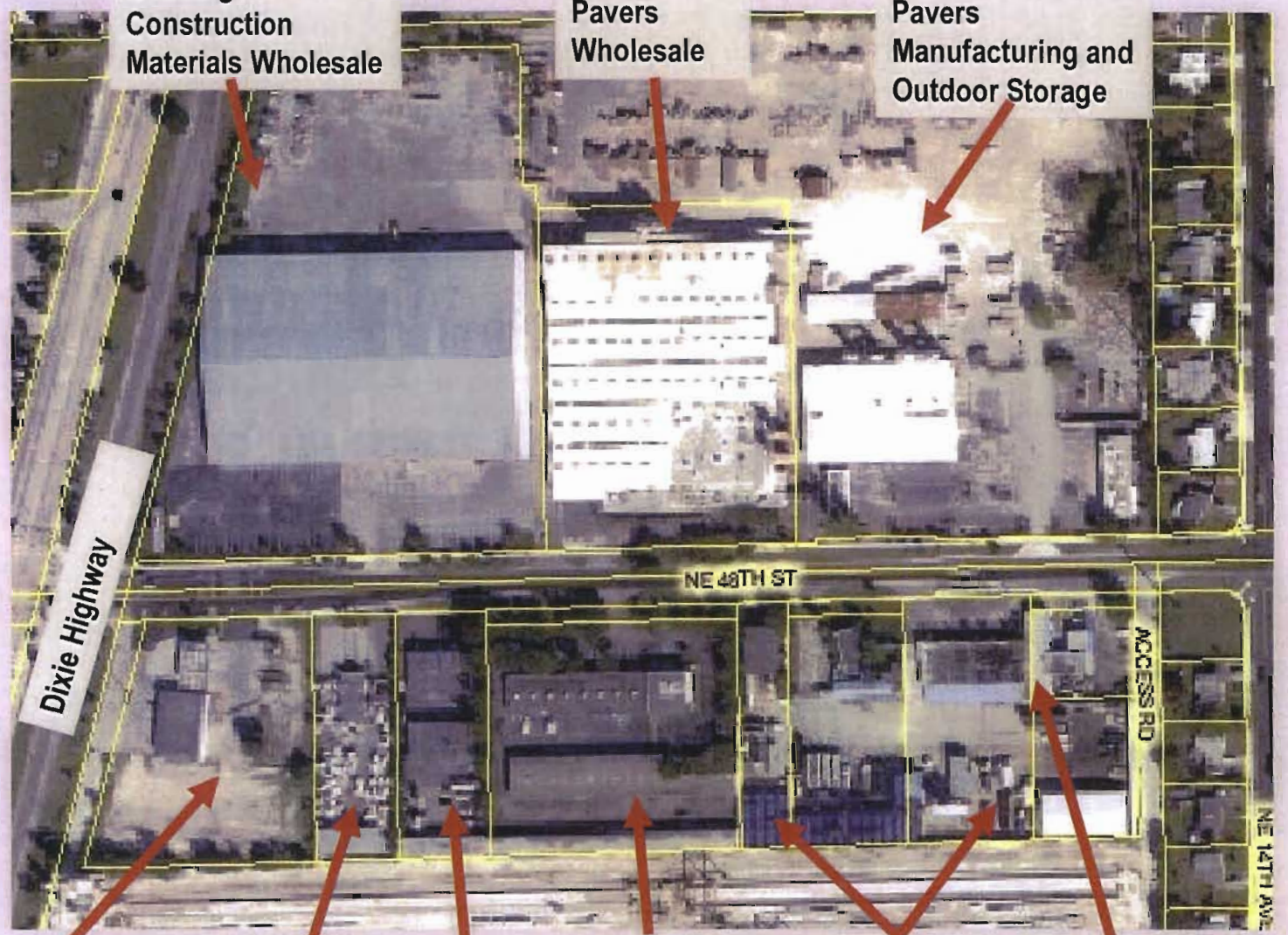
# CITY OF POMPANO BEACH, FLORIDA
## Official Zoning Map

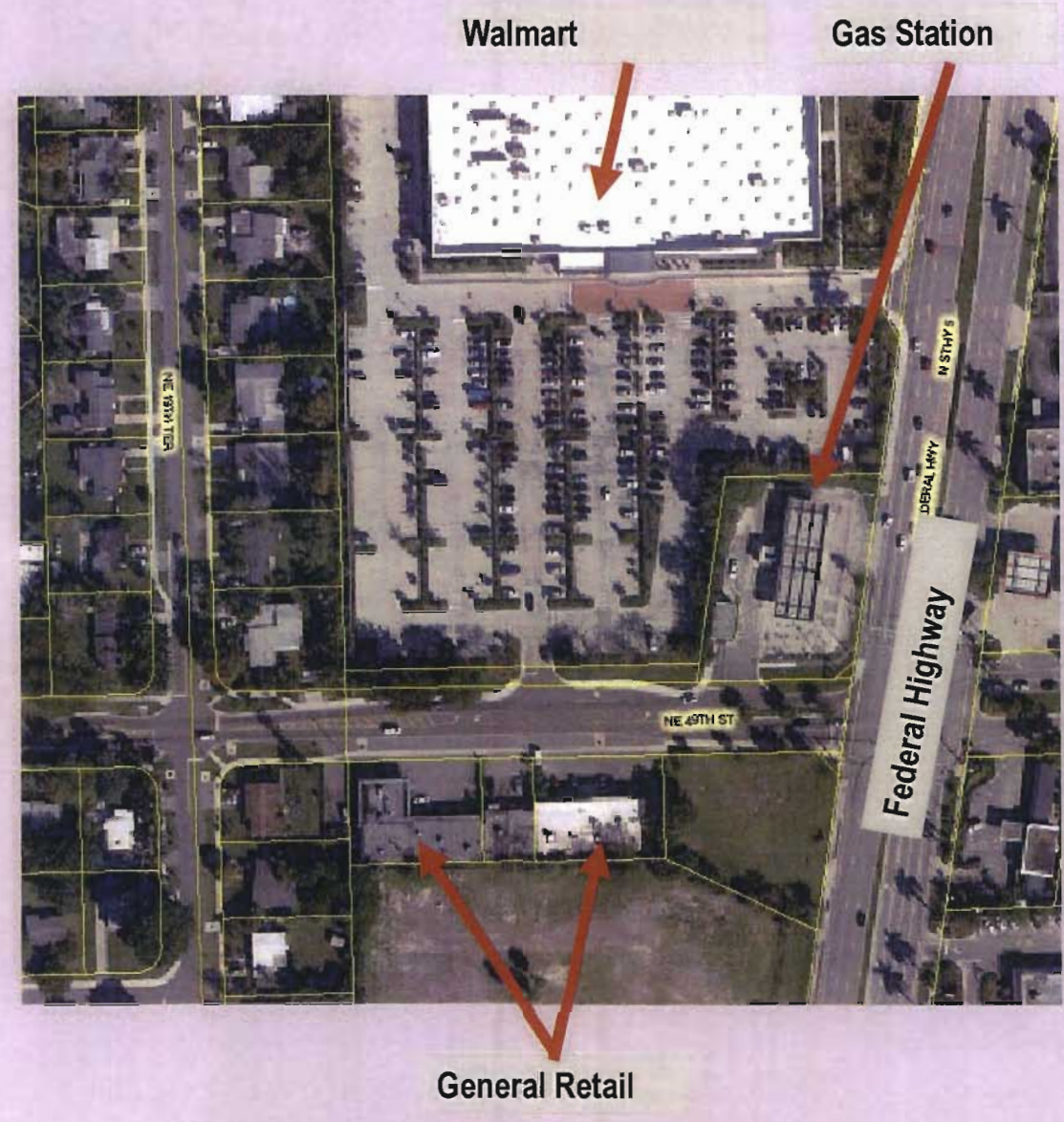
## Map Updated: August 06, 2015



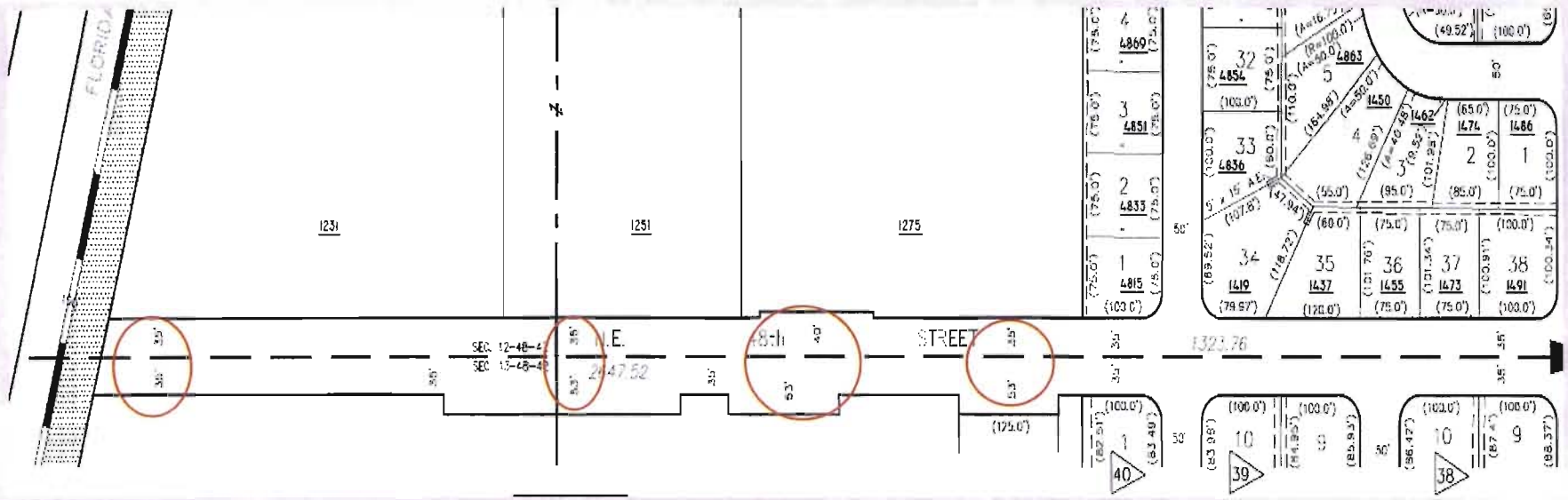

NE 48 / 49th Street

# Exhibit F


Building / Construction Materials Wholesale
Pavers Wholesale
Pavers Manufacturing and Outdoor Storage
Dixie Highway
NE 48TH ST
ACCESS RD
NE 14TH AVE
Vacant since 2010 – former Gas Station
Boat & Marine Repair
Auto Body & Repair
General Commercial & Contractors Offices
Gasoline & Oil Wholesale
Water treatment Systems Wholesale


Walmart
Gas Station
NE 19TH TER
NE 49TH ST
DIXIE HWY
N STATE 5
Federal Highway
General Retail

# Exhibit G

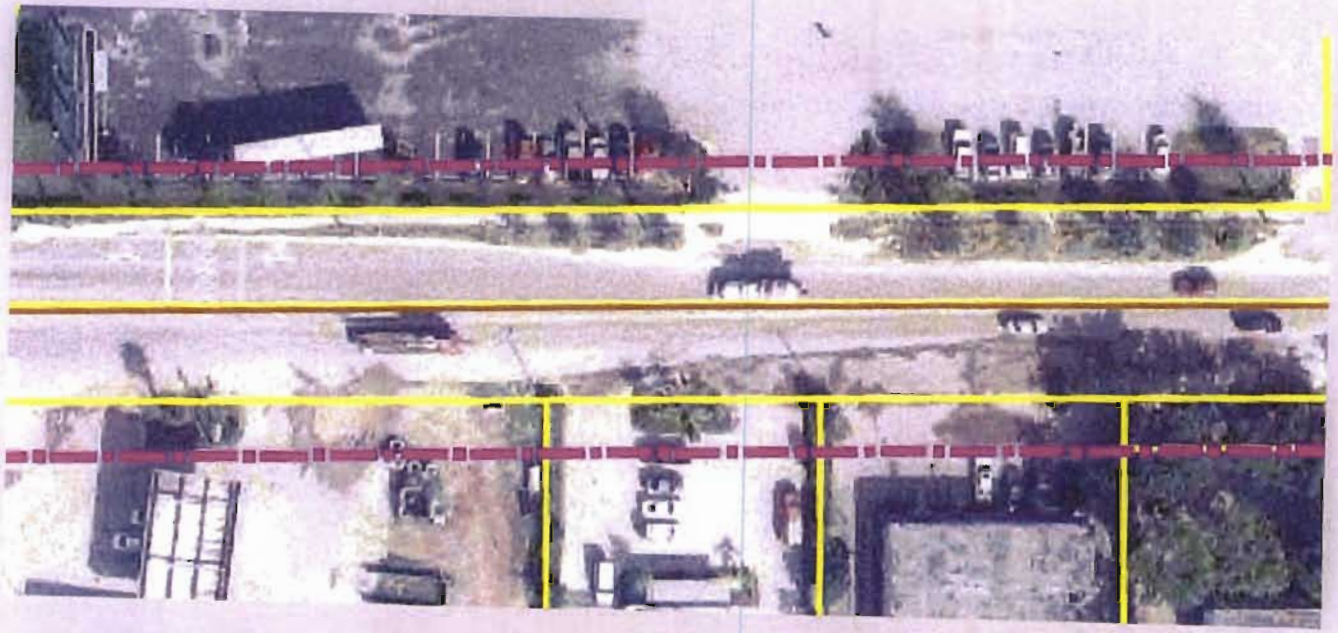



***The existing ROW between Dixie Hwy and one block west of NE 14th Ave varies from 70 ft. to 93 ft.***
***(Section of City of Pompano Beach Plat Map #226 )***

***The existing ROW between NE 14th Ave to NE 19th Ave is 70 ft.***
***(Section of City of Pompano Beach Plat Map #227)***

**The existing ROW from NE 19th Ave to Federal Hwy/US 1 is 70 ft.**
**(Section of City of Pompano Beach Plat Map #227)**

# Exhibit H



**BCPA Folio Numbers:**
484212000523
484213010023
484213010043
484213010030

484212000522
484213010035
484213010034
484213010033

**Legend**

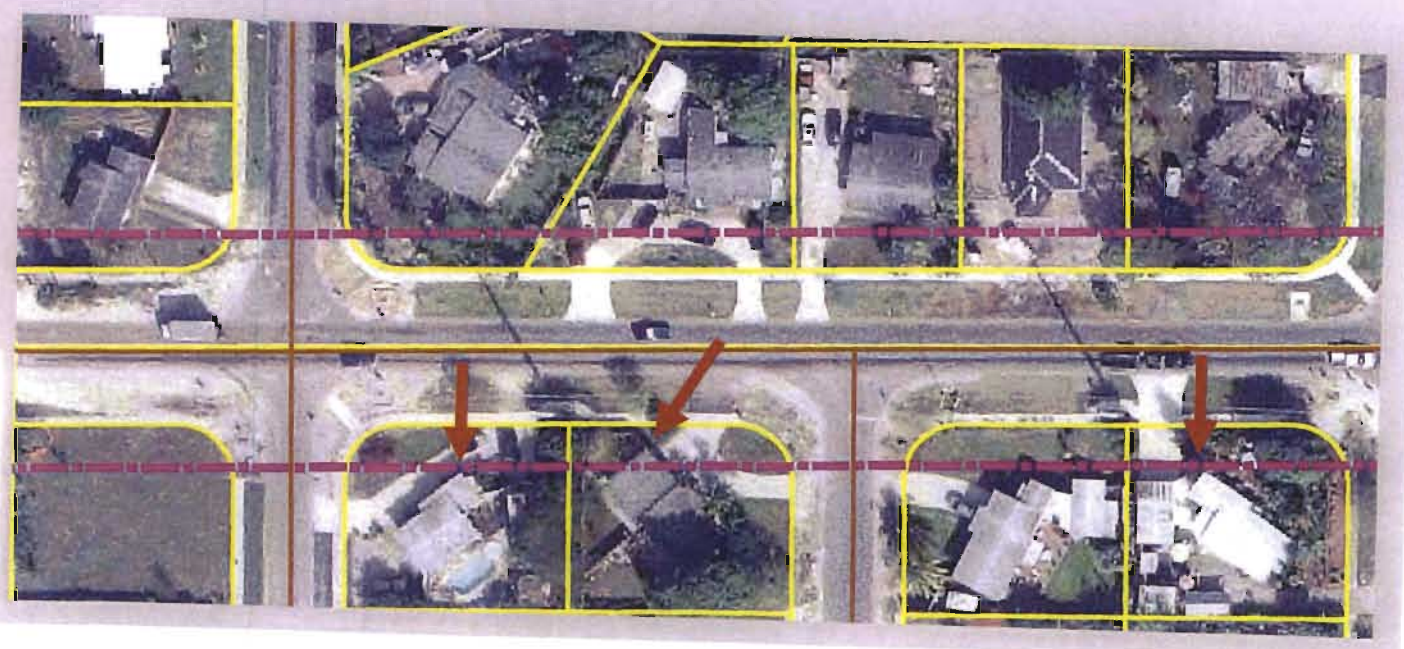
Streets

106 ROW on 48 49 ST

pompano_gis.DBO.PompanoBeach

**Folio Numbers**
484212000520
484213010033
484213010032
484213280010

484307022890
484307022850
484213041300

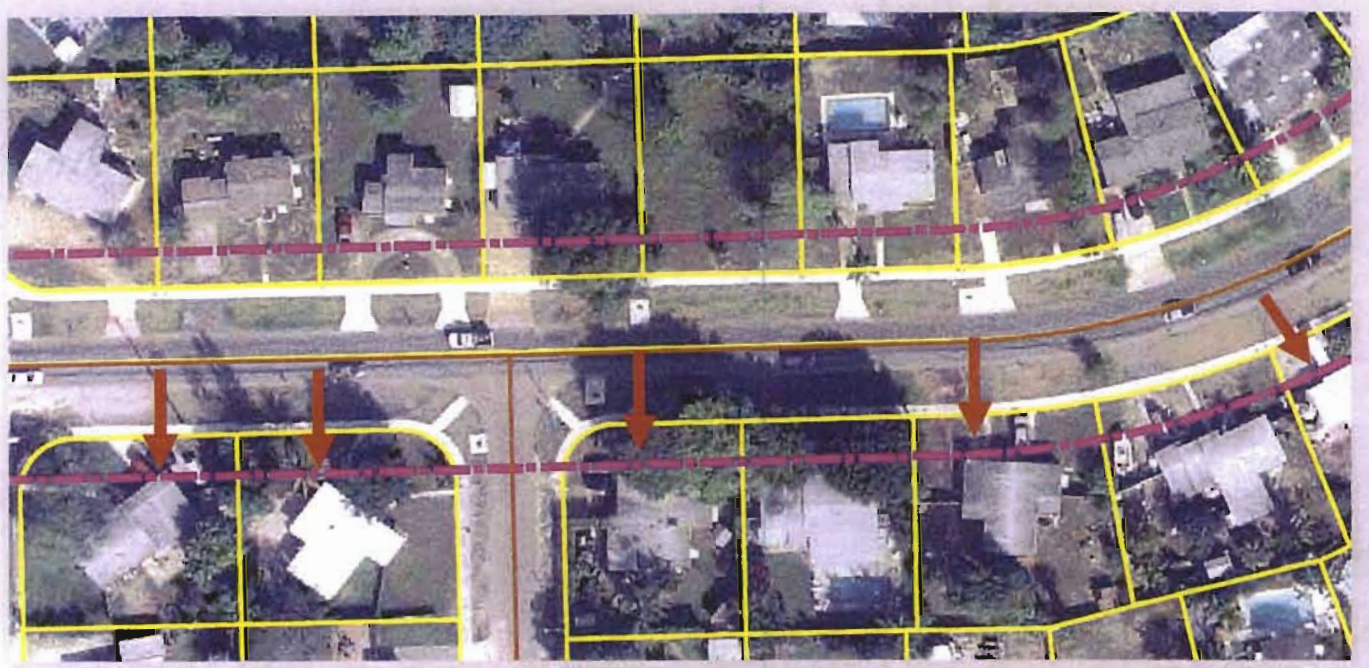


**Legend**

Streets

106 ROW on 48 49 ST

Property Line



**Folio Numbers**
484307022400
484213040950
484213040390
484213040400
484213040410

484213040290
484213040200

**Legend**

Streets

106 ROW on 48 49 ST

**Property Line**

**Folio Numbers**
484307020710

484307020750
484307020760
484307020770
484307020780

**Legend**

Streets

106 ROW on 48 49 ST

**Property Line**

**Folio Numbers**
484307020810

484307030100
484307020022
484307020021
484307020010

**Legend**

Streets

106 ROW on 48 49 ST

**Property Line**

# Exhibit I

*Anticipated Impacts on Transit*

# Exhibit J

## *(Copy of MPO Mobility Projects Resolution – to be inserted after 10/27/2015 CC Hearing)*

# Exhibit J

## *(Copy of Resolution – to be inserted after 10/13/2015 CC Hearing)*

DRAFT

# Exhibit K

# NE 48th /49th St (Dixie Highway to US1)

## New bicycle lanes on North and South side

***Comment:*** In order to build a five foot wide bike lane on both sides of the street, the project includes narrowing the existing lanes from 12 feet wide to 10 feet wide, and increasing the paved right of way three feet on both sides.

Meeting Date: 10-27-15 Agenda Item 6

REQUESTED COMMISSION ACTION:

x Consent ___ Ordinance X Resolution ___ Consideration ___ Workshop

SHORT TITLE OR MOTION: Request Commission approval to execute a Settlement Agreement and Release of Liens to resolve foreclosure action styled JMNB Capital LLC v Tabatha Fowler et al

Summary of Purpose and Why:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SETTLEMENT AGREEMENT AND RELEASE OF MUNICIPAL LIENS, ASSESSMENTS AND OPEN PERMITS BETWEEN THE CITY OF POMPANO BEACH AND POMPANO 1711 LLC, AS ASSIGNEE FOR JMNB CAPITAL, LLC, TO RESOLVE PENDING FORECLOSURE ACTION STYLED JMNB CAPITAL, LLC V. TABATHA FOWLER, ET AL. IN WHICH THE CITY IS A NAMED DEFENDANT; PROVIDING AN EFFECTIVE DATE.**

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: City Attorney
(2) Primary staff contact: Fawn Powers, Assistant City Attorney Ext. 4614
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER |
|---|---|---|---|
| City Attorney | 9/29/15 | ✓ | City Attorney's Comm. #2015-1495 |

___ Advisory Board
___ Planning and Growth Management Director
___ Public Works Administrator
___ City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | Resolution | Consideration | Workshop |
|---|---|---|---|
| 1st Reading | 1st Reading | Results: | Results: |
| 2nd Reading | | | |

l:comsn/2015-1528f

**RESOLUTION NO. 2016- _____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SETTLEMENT AGREEMENT AND RELEASE OF MUNICIPAL LIENS, ASSESSMENTS AND OPEN PERMITS BETWEEN THE CITY OF POMPANO BEACH AND POMPANO 1711 LLC, AS ASSIGNEE FOR JMNB CAPITAL, LLC, TO RESOLVE PENDING FORECLOSURE ACTION STYLED JMNB CAPITAL, LLC V. TABATHA FOWLER, ET AL. IN WHICH THE CITY IS A NAMED DEFENDANT; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1:** That a Settlement Agreement and Release of Municipal Liens, Assessments, and Open Permits between the City of Pompano Beach and Pompano 1711 LLC, as assignee for JMNB Capital, LLC, in the foreclosure action pending in Broward County Circuit Court, Case No. 14-020573, which is styled *JMNB Capital, LLC v. Tabatha Fowler, et al.*, a copy of which Settlement Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2:** That the proper City officials are hereby authorized to ratify execution of the aforesaid Settlement Agreement between the City of Pompano Beach and Pompano 1711 LLC.

**SECTION 3:** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____ day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

FP/ds
9/28/15
L:/reso/2015-1409f

**City Attorney's Communication #2015-1495**
September 29, 2015

**TO:** Mayor and City Commission

**FROM:** Fawn Powers, Assistant City Attorney

**VIA:** Mark E. Berman, City Attorney

**RE:** Recommend execution of Settlement Agreement and Release of Liens to resolve foreclosure action styled JMNB Capital, LLC v. Tabatha Fowler, et al.

For your consideration as Exhibit 1 is a proposed Settlement Agreement and Release of Municipal Liens (the "settlement") tailored to address the City's concerns regarding an abandoned single family property located at 1711 NW 2nd Avenue (the "Property") which is the subject of the above referenced foreclosure action by a private lender in which the City has been named as a defendant and Pompano 1711 LLC is the assignee of JMNB's mortgage interest.

The City's interest in the Pompano Property is superior to that of the foreclosing lender as its Code Enforcement lien from Case 03-4056 valued in excess of $2 million was recorded prior in time to the mortgage being foreclosed upon. Although the City can easily acquire the Property by filing a counterclaim/crossclaim in the pending litigation, staff does not recommend taking title to the Property as the City would have to invest a minimum of $60,000 to satisfy delinquent taxes and properly rehabilitate the residential structure located thereon. Due to bidding requirements, carrying costs and other relevant considerations, practically speaking it is likely a private party can rehabilitate the Property quicker and for less money than the City.

Other than the City and its Special Magistrate, the latter of which was improperly named in the foreclosure, there are no parties in interest precluding the lender from timely seeking and obtaining a Final Summary Judgment of Foreclosure against the current owners, Tabatha Fowler and Jacqueline Orlando, neither of whom have responded to the subject litigation filed last October. If the settlement is approved, pursuant to applicable rules and the Court's docket, the Property should be sold at public auction by the end of the year and complied by approximately June 2016 or the City has the right to file a high priority lien for $55,000 which shall be subject to foreclosure immediately upon recording in the Public Records.

Since the settlement will be recorded in the Public Records, the City's right to enforce its terms and ensure the Property is timely complied is preserved against the lender, its assigns and any subsequent purchasers. Within three day after the settlement is approved by the Commission, the lender (and its assigns) will be responsible for maintaining the yard and keeping the residential structure on the Property secured or the City has the right to do so and add the amount of its abatement costs to the settlement sum. In addition, if and when title passes to a new owner,

pursuant to its Code of Ordinances, the City also has enforcement options available to ensure the Property is being properly maintained and secured.

Although the City usually settles the cases I litigate for ten percent of the total Code Enforcement fines (minus credit to owner for compliance costs), the proposed settlement sum of approximately $7,006.82 as detailed in Exhibit A is significantly less based on the factors stated above and those that follow:

(1) the City's out-of-pocket expenses arising from nuisance abatement and securing costs are limited to $2,000 and staff has recommending against taking title to the Property;

(2) the lender did not cause the existing violations but is committing to a plan of action to timely resolve them and the City interests, both monetary and otherwise, are protected and preserved should there be a default of the settlement's provisions;

(3) the City's Code Enforcement liens on the Property far exceed its value of $117,110 as assessed by the Broward County Real Property Appraiser;

(4) the lender has agreed to maintain the yard and keep the house secured while it (or its assigns) retains an interest in the Property or allow the City to correct the violations(s) and be timely reimbursed for its costs; and

(5) the blight caused by the abandoned Property burdens the neighborhood, drains public resources and can be remedied more expeditiously and economically by the private market.

Based on the foregoing, I recommend you approve the terms of the settlement. Please contact me if you have any concerns as this matter will be considered on the Consent Agenda at your meeting on October 13, 2015.

Thank you for your consideration.

Fawn Powers

FAWN POWERS

l:cor/comsn/2015-1495f
cc: Dennis Beach, City Manager

**SETTLEMENT AGREEMENT**
**AND**
**RELEASE OF MUNICIPAL LIENS, ASSESSMENTS AND OPEN PERMITS**

This Settlement Agreement and Release(s) of Municipal Liens, Assessments and Open Permits ("Settlement Agreement") is made and entered into this _____ day of October, 2015, by and between Pompano 1711 LLC, a Florida limited liability company, its successors and assigns (collectively "POMPANO 1711") whose business address is c/o Howard Law Group 450 N. Park Road. #800, Hollywood, FL 33021 and the CITY OF POMPANO BEACH ("City"), a Florida municipal corporation located at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

WHEREAS, the real property located at 1711 NW 2nd Avenue in Pompano Beach, Florida 33060 (the "Property") the value of which is presently assessed at $ 117,110 by the Broward County Real Property Appraiser, has been abandoned by its current owners of record, Tabatha Fowler and Jacqueline Orlando;

WHEREAS, the Property is the subject of a pending mortgage foreclosure action in the Seventeenth Judicial Circuit in and for Broward County, Florida, styled JMNB Capital, *LLC vs. Tabatha Fowler*, Case No. 14-020573, in which the City is a named defendant and has filed an Answer;

WHEREAS, the City has a total of two (2) Code Enforcement liens, two (2) Nuisance Abatement liens, and three (3) Unsafe Structure liens recorded against the Property valued in excess of $3,600,000 as detailed in Exhibit A which represent all known City liens, violations and monetary fines existing on the Property as of the date of this Agreement;

WHEREAS, POMPANO 1711 alleges its interest in the Property exceeds $312,000 and results from the Mortgage executed by Tabatha Fowler and Jacqueline Orlando on January 10, 2006, which was recorded in the Public Records of Broward County in Official Records Book 41345, Page 272, and subsequently assigned to POMPANO 1711 pursuant to the Assignment of Mortgage attached as Exhibit B and identified in the Public Records as Instrument #113238034;

WHEREAS, as a result of the municipal lien arising from Code Enforcement Case 03-4056 which was recorded prior in time to POMPANO 1711's mortgage, the City's interest in the Property is in excess of $2,000,000 and may be superior to that of POMPANO 1711;

WHEREAS, the City's aforesaid superior interest may preclude POMPANO 1711 from obtaining marketable title to the Property;

WHEREAS, the City is not desirous of taking title to, and possession of, the Property as approximately $6,700.00 in real property taxes are due and owing and it will cost approximately $55,000.00 to comply the ongoing building violations that exist on the Property; and

WHEREAS, POMPANO 1711 and the City have agreed to settle and completely resolve all of their outstanding differences, disputes and claims, asserted or unasserted, known or unknown, for a sum in settlement ("settlement sum") of the seven (7) municipal liens listed in Exhibit A.

NOW THEREFORE, in consideration of the above recitals and the promises and agreements contained in this Settlement Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, POMPANO 1711 and the City do hereby covenant and agree as follows.

**1. Representations.** All of the above statements are true and correct to the best of the parties' belief and knowledge.

**2. Settlement Sum.** Within ten (10) days after POMPANO 1711 assigns its interest in, or takes title to the Property, POMPANO 1711, or its assigns shall pay City by cashier's check the settlement sum of **$7,006.82**, plus any additional interest that has accrued on the Nuisance Abatement and Unsafe Structure liens until they are paid in full and any monies due under Subsection 4(A)(i) and (ii) herein. On or before fourteen (14) days after the City's receipt of the settlement sum, the City shall execute and record, at its own expense, Releases on the seven (7) municipal liens listed in Exhibit A which CITY represents comprises all of its liens against the Property.

**3. Obligations and Rights of** POMPANO 1711. POMPANO 1711 shall:

A. Within three (3) days of this Agreement's full execution, clean the yard at the Property and thereafter keep same maintained and the residential structure thereon secured until such time as it no longer retains an interest in the Mortgage or Property;

B. Within ten (10) days from of this Agreement's full execution, file a Notice of Dropping Without Prejudice the City and its Special Magistrate from the above referenced foreclosure action;

C. Within thirty (30) days of this Agreement's full execution, POMPANO 1711 shall file and set for hearing as expeditiously as possible in accordance with Florida Statutes and the Court's availability, its Motion For Final Summary Judgment ("Motion") in the subject foreclosure action;

D. Should the Court grant POMPANO 1711's Motion for hearing, POMPANO 1711 shall request the Court schedule the Property for public auction at the Clerk of Court's first available sale date;

E. Within forty-five (45) days after taking title to the Property, submit to City all documentation required to apply for all permits required to perform the repairs necessary to comply the ongoing building violations cited in Code Enforcement Case 10-06000040;

F. Within ninety (90) days from the date the City issues the last permit required by the immediately preceding Subsection D, complete all such repairs and inspections unless otherwise agreed to, modified, or extended by the City; and

G. Have the right to secure from the City a reasonable extension to the ninety (90) day deadline of the immediately preceding Subsection E, upon POMPANO 1711's good faith

demonstration that the repairs required thereunder are ongoing and substantially complete. Said request shall not be unreasonably withheld.

H. Nothing within this Agreement shall prevent POMPANO 1711 from commencing the remedial repairs required hereunder prior to POMPANO 1711 taking title to the Property.

**4. Miscellaneous Terms between POMPANO 1711 and the City.**

A. During the pendency of the subject mortgage foreclosure action and until such time as POMPANO 1711 takes title to the Property or the Mortgage is assigned or the Property is sold to a new owner at public auction, POMPANO 1711 agrees to the provisions set forth in Subsections (i) and (ii) below.

(i) Yard Maintenance. Upon being notified by City in accordance with the provisions of Paragraph 23 herein, POMPANO 1711 and its assigns shall be allowed three (3) days to correct any existing public nuisance conditions as defined in Section 96.26(C)(1)-(11) of the City's Code of Ordinances. If POMPANO 1711 or its assigns do not timely comply the subject public nuisance violations, City shall do so and its abatement costs plus a $100 administrative fee shall be added to the settlement sum of $7,006.82.

(ii) Residential Structure on the Property to be Kept Secure. Upon being notified by City in accordance with the provisions of Paragraph 23 herein, POMPANO 1711 and its assigns shall be allowed 24 hours to properly secure the residential structure on the Property. If POMPANO 1711 or its assigns do not timely properly secure the residential structure, City shall do so and its cost to secure the structure plus a $100 administrative fee shall be added to the settlement sum of $7,006.82

B. POMPANO 1711's rights and obligations shall terminate under this Agreement if and when the Property is sold to a new owner and the total settlement sum due under this Agreement has been paid to City or if POMPANO 1711 sells, assigns or otherwise transfers the Mortgage that is the subject of said pending litigation

**5. City's Obligations and Rights.** City shall:

A. Record this Settlement Agreement in the Public Records of Broward County, Florida within ten (10) days of its full execution and any and all subsequent assignees of the Mortgage or purchasers of the Property shall remain obligated to comply with, and be subject to, its terms.

B. Cooperate with POMPANO 1711 and/or its agents to expedite the permitting process and inspections required to perform the necessary repairs to comply the building violations cited in Code Enforcement Case 10-06000040 and any other violation(s);

C. Grant POMPANO 1711's reasonable requests for extensions of time to comply the violations cited in Code Enforcement Case 10-06000040 and any other violation(s); and not unreasonably, arbitrarily or capriciously refuse to grant said requests if the requisite repairs are ongoing and substantially completed. Said request(s) shall not be unreasonably withheld.; and

D. If POMPANO 1711 has not timely completed the repairs in accordance with the ninety (90) day deadline set forth in Paragraph 3.E. above and the City has not agreed to otherwise extend same, with ten (10) business days written notice to POMPANO 1711, immediately record a $55,000 municipal lien, less the cost of any repairs already made by POMPANO 1711. Said lien shall be prior in dignity to all liens on said Property which shall be subject to foreclosure immediately upon recording in the Public Records.

**6. Force Majeure**. In the event POMPANO 1711's failure to perform the repairs required hereunder is due to conditions beyond POMPANO 1711 control including accidents, death, acts or God, terrorism or force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for POMPANO 1711 to correct the adverse effect of such event of force majeure.

**7. No Precedent**. It is understood and agreed by all parties hereto that this Settlement Agreement is executed based on the particular circumstances of this case and does not establish a precedent for the resolution of other cases.

**8. Complete Agreement**. This Settlement Agreement constitutes the entire understanding of the parties hereto. There are no promises, terms, conditions, or obligations other than those contained herein in writing and all negotiations, understandings, conversations, and communications are merged into this Settlement Agreement. Each party warrants that it has not relied on any promises or representations outside of this Settlement Agreement.

**9. No Oral Modifications**. This Settlement Agreement can be modified, amended or revoked only by express written consent of all parties. No waiver of any of the provisions of this Settlement Agreement shall constitute a waiver of any of its other provisions.

**10. Voluntary Agreement and Consultation with Counsel**. POMPANO 1711 and City represent and acknowledge that they (a) have read this Settlement Agreement and understand all its terms; (b) have made such investigation of the matters contained herein as deemed necessary and find the terms to be satisfactory; (c) execute this Settlement Agreement freely, voluntarily and without coercion, with full knowledge of its significance, binding effect and the legal consequences thereof; and (d) have been represented by counsel of their choice and have had adequate opportunity to review and consider the terms of this Settlement Agreement.

**11. Assignment of Claims.** Each party represents and warrants that no other person or entity has or has had any interest in the claims, demands, or obligations or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein, and that it has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to herein as of the date of this Agreement. Nothing within this Settlement Agreement shall prevent POMPANO 1711 from assigning its Mortgage or

otherwise selling or transferring its interest in the Property. In the event POMPANO 1711 assigns its Mortgage or otherwise transfers its interest in the Property to another party, POMPANO 1711's rights and obligations hereunder shall transfer to said party and POMPANO 1711 shall be released from any and all further liability hereunder.

**12. Authority**. Each party expressly covenants, represents and warrants that it has the authority to enter into this Settlement Agreement, and that each person signing on behalf of CAESARS and the City has the requisite power to bind that person, public body or entity.

**13. Governing Law**. This Settlement Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to the conflict of law rules thereof and shall not be more strictly construed against one party than against the other by virtue of the fact that it may have been physically prepared by one party or its attorney.

**14. Severability.** Should any provision of this Settlement Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force and effect.

**15. Expenses.** Each of the parties shall bear their own attorney fees, costs and expenses incurred or to be incurred in connection with, related to or arising out of this Settlement Agreement, including any transactions contemplated herein.

**16. Further Assurances.** Each of the parties shall execute and deliver any and all additional paper, documents, and other assurances, and shall take such additional actions as may be necessary in connection with the performance of their obligation hereunder to carry out the intent of the parties with respect to this Settlement Agreement.

**17. No Obligation to Third Parties.** Except for the parties to this Settlement Agreement and as otherwise provided herein, no person or entity is intended to be a beneficiary of any of its provisions and, accordingly, there shall be no third party beneficiaries of this Agreement except as otherwise provided herein

**18. Counterparts.** This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile signature pages shall be acceptable in the absence of the original signature pages.

**19. Default.** In the event of a default of any of the covenants and conditions set forth herein, any provision as to release of the defaulting party is null and void.

**20. Survival of Provisions.** All covenants, warranties and representations contained in this Settlement Agreement, and all documents to be delivered by the parties in connection with the consummation of the transaction contained herein, shall survive the consummation of said transaction.

**21. Heirs, Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective assigns, successors, heirs, and/or personal representative as the case may be.

**22. Attorney's Fees and Costs**. If a legal action in enforcing this Agreement is initiated by any party to this Agreement against any other party arising out of or relating to the alleged performance or non-performance of any right or obligation established hereunder, any and all fees, costs and expenses reasonably incurred by the prevailing party, including but not limited to attorney's fees, in investigating, preparing for, prosecuting, defending against, providing evidence, producing documents or taking any other action in respect of such legal action, shall be the obligation, of and shall be paid or reimbursed by, the unsuccessful party.

**23. Notice and Demands.** A notice, demand, or other communication hereunder by either party to the other shall be given or delivered sufficiently if it is in writing and sent via email or facsimile to the representatives named below or such other representative as either party may subsequently designate in writing to serve in this regard. All notices hereunder and communications with respect to this Settlement Agreement shall be effective upon the sending thereof to the persons named above.

If to POMPANO 1711:Harris Howard, Esquire
Harris@HowardLawFL.com
(954) 893-7874, x 12
harris@howardlawfl.com

If to the City: Fawn Powers, Assistant City Attorney
Fawn.Powers@copbfl.com
(954) 786-4083

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the parties hereto each have approved and executed this Settlement Agreement on the dates set forth below.

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS BEACH, CITY MANAGER

Attest:

_____

(SEAL)

ASCELETA HAMMOND
CITY CLERK

Approved As To Form:

_____
Mark E. Berman, CITY ATTORNEY

STATE OF FLORIDA )
) ss
COUNTY OF BROWARD )

The foregoing instruments were acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER** as Mayor, **DENNIS BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

"POMPANO 1711"

POMPANO 1711 LLC, a Florida limited liability company

Witnesses:

Deanna Deschene
Sign name of Witness 1

Jason Kraus
Print Name of Managing Member

Deanna Deschene
Print name of Witness 1

Sign name of Witness 2

Mackenzie Morrison
Print name of Witness 2

STATE OF FLORIDA )
)ss
COUNTY OF ~~BROWARD~~ ) PALM BEACH

The foregoing instrument was acknowledged before me this 12 day of October, 2015, by Jason Kraus as Manager of POMPANO 1711, LLC who is personally known to me or has produced FL DL as identification.

NOTARY'S SEAL:

TERRI A BIGGS
MY COMMISSION # EE831137
EXPIRES August 29, 2016
(407) 398-0153 FloridaNotaryService.com

Terri A Biggs
NOTARY PUBLIC, STATE OF FLORIDA

Terri A Biggs
(Name of Acknowledger Typed, Printed or Stamped)

EE 831137
Commission Number

L:/litigation/2015-1171f

# Exhibit "A"

| Type | Case # | Complied | Daily Accrual | Reference | Balance due as of 10/13/15 |
|---|---|---|---|---|---|
| Code Enforcement | 10-06000040 | no | $1000.00 | BK47825 PG0787 | $1,712.100.00 |
| Code Enforcement | 03-4056 | yes | $ 0.00 | BK37207 PG1484 | $2,071,050.00 |
| Unsafe Structure | 10-055 | yes | $ 0.00 | BK47655 PG1512 | $ 270.20 |
| Unsafe Structure | 13-8000156 | yes | $ 0.04 | BK50410 PG1281 | $ 385.45 |
| Unsafe Structure | 13-8000174 | yes | $ 0.05 | BK50570 PG1711 | $ 468.43 |
| Nuisance Abatement | 30096 | yes | $ 0.04 | BK49922 PG0973 | $ 421.72 |
| Nuisance Abatement | 40684 | yes | $ 0.05 | BK50427 PG0533 | $ 461.02 |
| | | | | TOTAL | $3,785,156.82 |

## Settlement Breakdown

| | |
|---|---|
| Code Enforcement Case 03-4056 (complied) | $ 2,500.00 |
| Code Enforcement Case 10-060000040 (building violations; not complied) | $ 2,500.00 |
| Total of 3 Unsafe Structure and 2 Nuisance Abatement liens as of 7/1/15 | $ 2,006.82 |
| Settlement amount | **$** 7,006.82 |

L/lit/2015-1675f

EXHIBIT
B

**PREPARED BY**
**RECORD AND RETURN TO:**
POMPANO 1711, LLC
140 Intracoastal Pointe Drive Suite 306
Jupiter, FL 33477

**[Space Above This Line for Recording Data]**

## ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, **Caesars, LLC, a Florida Limited Liability Company**, whose address is 378 NORTHLAKE BLVD #176, NORTH PALM BEACH, FL 33408 its successors and assigns, (hereinafter referred to as "Assignor") in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, hereby assigns and transfers to POMPANO 1711, LLC, a Florida Limited Liability Company, whose address is 1000 WOOD HAVEN LANE SW, VERO BEACH, FL 32962 (hereinafter referred to as "Assignee") all of its right, title and interest in and to that certain Mortgage executed by Tabatha Fowler and Jacqueline Orlando, with an original principal amount of $217,000.00 to Mortgage Lenders Network USA, Inc. and bearing the date of January 10, 2006 and recorded Official Records Book 41345 at Page 272 on January 26, 2006 of Official Records in the County Recorder's office of BROWARD County, State of Florida, describing the real property legally described as:

Lot 22 in Block 2 of KENDALL GREEN SECTION 'A', according to the plat thereof recorded in Plat Book 43, Page 49, of the Public Records of Broward County, Florida

including the buildings, appurtenances, and fixtures located thereon.
Property Address: 1711 NW 2nd Avenue, Pompano Beach, FL 33060 ("Property")

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage. The Original principle amount due under the Note(s) is Two Hundred Seventeen Thousand Dollars and no cents ($217,000.00).

IN WITNESS WHEROF, the Assignor has caused these presents to be executed by its duly authorized officer this 31 day of ~~June~~ August 2015.

WITNESSES:

Signed, sealed and delivered
in our presence:

Christina MacMullen
Witness 1 Signature
Christina MacMullen
Witness 1 Printed Name

Witness 2 Signature
Witness 2 Printed Name

**CAESARS, LLC, a**
Florida Limited Liability Company

By: _____
Printed Name: SINDY SOUTHAMMAVONG
As the Owner of
**CAESARS, LLC**
a Florida Limited Liability Company

STATE OF FLORIDA )
COUNTY OF PALM BEACH ) ss.

BEFORE ME, the undersigned authority, this 31 day of August 2015 personally appeared, SINDY SOUTHAMMAVONG as the Manager of CAESARS, LLC, a Florida Limited Liability Company who is [ ] personally known to me; or [X] produced FL Dr. License as identification, and who did take an oath, and stated that he executed the above and foregoing freely and voluntarily for the purposes therein expressed.

CHRISTINA MACMULLEN
MY COMMISSION # EE 133828
EXPIRES: September 27, 2016
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, STATE OF FLORIDA
Christina MacMullen
Printed Name:

Meeting Date: 10-27-15 Agenda Item 7

REQUESTED COMMISSION ACTION:

x Consent ____ Ordinance X Resolution ____ Consideration ____ Workshop

SHORT TITLE OR MOTION: Request Commission approval to execute a Settlement Agreement and Release of Liens between the City of Pompano Beach and Dennis D. Holloway; et al.

Summary of Purpose and Why:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SETTLEMENT AGREEMENT AND RELEASE OF MUNICIPAL LIENS TO RESOLVE PENDING FORECLOSURE LITIGATION STYLED CITY OF POMPANO BEACH VS. DENNIS D. HOLLOWAY, ET AL; PROVIDING AN EFFECTIVE DATE.**

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: City Attorney
(2) Primary staff contact: Fawn Powers, Assistant City Attorney Ext. 4614
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER |
|---|---|---|---|
| City Attorney | 10/19/15 | ✓ | City Attorney's Comm. #2016-49 |

___ Advisory Board
___ Planning and Growth Management Director
___ Public Works Administrator
✓ City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | Resolution | Consideration | Workshop |
|---|---|---|---|
| 1st Reading | 1st Reading | Results: | Results: |
| 2nd Reading | | | |

I:comsn/2015-1678f

**RESOLUTION NO. 2016- _____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SETTLEMENT AGREEMENT AND RELEASE OF MUNICIPAL LIENS TO RESOLVE PENDING FORECLOSURE LITIGATION STYLED CITY OF POMPANO BEACH VS. DENNIS D. HOLLOWAY, ET AL.; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1:** That a Settlement Agreement and Release of Municipal Liens between the City of Pompano Beach and Dennis D. Holloway to resolve the pending foreclosure action styled *City of Pompano Beach v. Dennis D. Holloway, et. al.,* Case No. 11-30888, a copy of which Settlement Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2:** That the proper City officials are hereby authorized to ratify execution of the aforesaid Settlement Agreement between the City of Pompano Beach and Dennis D. Holloway.

**SECTION 3:** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____ day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

9/15/15
L:/reso/2015-506f

**City Attorney's Communication #2016-49**
October 20, 2015

**TO:** Mayor and City Commission

**FROM:** Fawn Powers, Assistant City Attorney

**VIA:** Mark E. Berman, City Attorney

**RE:** Recommend settlement of foreclosure action styled *City of Pompano Beach vs. Dennis D. Holloway,* et al., Circuit Case No. 11-30888(11)

Attached for your review as Exhibit 1 is a proposed Settlement Agreement and Release of Municipal Liens ("Settlement") tailored to address the City's concerns regarding the vacant, single family property located at 271 NE 23rd Court ("Property") currently owned by Dennis Holloway, a blind, 63 year old widower.

Up until the time it was rendered uninhabitable by a fire on Easter morning in 2008, the Property served as the family home of Mr. Holloway and his four children. Pursuant to documentation provided for my review, Mr. Holloway received insurance proceeds to rehab the home but was subsequently defrauded by an unscrupulous contractor who took all the money but did very little work. Although the family subsequently filed a complaint with the State Attorney's Office, it yielded only several thousand dollars in relief while the contractor received community service and a minimal fine.

Due to health problems, including congestive heart failure and the onset of blindness, Mr. Holloway hasn't been able to work steadily since shortly after his wife died of breast cancer in 2001 leaving him with four minor children to raise, ages 5 through 15. His monthly income is limited to $997 in Social Security benefits and $140 in pension benefits. He also receives $148 in food stamps monthly.

In December 2011, the City filed a *Complaint For Foreclosure of Municipal Code Enforcement and Unsafe Structure Liens* ("*Complaint*") which was answered by Mr. Holloway's two youngest children, Dennis and Daysha Holloway. I have enclosed copies of their *Answer* and *Motion To Dismiss* as Exhibits 2 and 3 as I believe their responses may facilitate your understanding of how this matter has evolved. Subsequent to the City's filing of the Complaint, a Probate Court subsequently determined the Property to be homestead and, as such, exempt from levy and execution by judgment creditors pursuant to Article X, Section 4 of the Florida Constitution. A copy of the *Amended Order Determining Homestead Status of Real Property* ("*Homestead Order*") is enclosed as Exhibit 4.

Since the filing of the Complaint, Mr. Holloway, his mother, sisters and four children have provided their full cooperation to each and every request the City has made of them, including, but not limited to, complying and maintaining the Property and re-opening the estate of Mr. Holloway's deceased wife so that he would have legal authority to act attendant to the Property. The Holloway siblings also quitclaimed their interest in the Property to their father to satisfy the City's Housing Rehabilitation Program Guidelines which require that Mr. Holloway have an ownership interest (as opposed to a life estate) in order to qualify for rehab assistance. Further, it has been a real challenge for the Holloway family to keep the Property properly maintained over the past seven (7) years that it's been vacant and boarded-up as persons looking to dispose of discarded items have routinely utilized it as a dumping ground for old mattresses, tires, etc.....

Of certain significance is the fact that both the federal government and Broward County have contributed to the proposed settlement insofar as the IRS recently released two Tax Liens in excess of $70,000 on the Property (Exhibits 5 and 6) and the County has waived water, sewer, stormwater and garbage fees and penalties in excess of $14,000 that have accumulated on it since the fire in 2008. Although the County will require Mr. Holloway to pay an approximately $2,000 capital recovery fee to re-establish the foregoing utility services, it has offered a twenty-four month payment plan and also to provide funding through a grant program administered by its North Regional Family Success Center.

As a result of the above-referenced Holloway family and intergovernmental team effort, Mr. Holloway now qualifies for rehab assistance from both the City and the CRA. Subject to your approval of the proposed Settlement, OHUI is poised and ready to provide up to a maximum of $60,000 as provided by its Commission-approved Housing Rehabilitation Guidelines and the CRA will contribute approximately $8,000 to cover the remaining repair and related soft costs.

The terms of the proposed Settlement are summarized below to facilitate your review of this matter.

1. Within five (5) business days after the City executes the Settlement, Mr. Holloway shall pay City the settlement sum of $2,850 as reimbursement for monies it paid to secure and clean the Property over the past four (4) years as described in Exhibit 1A.
2. Within five (5) business days of the City's receipt of the foregoing settlement sum, the City shall execute and record a Release on the five (5) Nuisance Abatement, two (2) Unsafe Structure and seven (7) Code Enforcement liens described in Exhibit 1A.
3. Subject to Mr. Holloway's continued qualification for rehab assistance from the City, OHUI will commence and complete the repairs set forth in Exhibit 7 within six (6) months from the City's execution of the Settlement and record a first mortgage that provides for payment of principal only by forgiveness of the indebtness beginning after completion of the subject improvements at the rate of twenty percent (20%) per year beginning on the 11$^{th}$ year of the 15 year loan term until the balance is reduced to zero.
4. As reimbursement for monies the City previously paid to preclude the Property from being sold at Tax Deed Sale during the pendency of the City's foreclosure action, the City shall record a second mortgage against the Property in the amount of $10,019.44 which, upon recordation in the Public Records, shall be bear interest at an annual rate of 4.75% over

**City Attorney's Communication #2016-49**

a 15 year term although it is required to be paid in full on or before the date the above referenced first City mortgage expires or is otherwise released or satisfied.

I recommend you approve the proposed Settlement Agreement because the City cannot lawfully proceed with foreclosure of the Property in light of the *Homestead Order* (Exhibit 4) which exempts the Property from levy and execution by judgment creditors. Although §162.09(3), Florida Statutes authorizes the City to seek a monetary judgment against Mr. Holloway for the Code Enforcement liens that have accrued on the Property, a judgment against him would be worthless based on the financial information he has provided under penalty of perjury to both the IRS and OHUI. Finally, the City's interest in the Property shall be protected by the first and second mortgages it records on the Property and the visual blight and community safety issues caused by others breaking in to the vacant residence and/or using it as a dumping ground should be resolved once the Property is rehabilitated and the Holloway family is able to move back into the home.

By way of further clarification regarding Paragraph 3.B of the Settlement wherein you are being asked to release the City's lien resulting from Code Enforcement Case 07-0120 which has yet to be complied, note the only violation that exists is the home remains boarded-up in violation of City Code which provides a structure can only be boarded-up for ninety (90) days. However, in order to keep the Property secured, the home must remain boarded-up until it is properly rehabilitated. Further, the City's Housing Rehabilitation Program Guidelines requires a Property must be free of all liens before an application can be approved. In this case, if the Settlement is approved, OHUI stands ready to commence and complete the repairs within the next six months.

Please contact me if you have any questions or concerns regarding this matter which is being scheduled as a Consent Item at your next Commission meeting on October 27, 2015. Thank you for your consideration.

Fawn Powers

FAWN POWERS

l:cor/comsn/2016-49f
Attachments: as stated
cc: Dennis Beach, City Manager

**SETTLEMENT AGREEMENT**
**AND**
**RELEASE OF MUNICIPAL LIENS, ASSESSMENTS AND OPEN PERMITS**

This Settlement Agreement and Release(s) of Municipal Liens, Assessments and Open Permits ("Agreement") is made and entered into this _____ day of October, 2015, by and between DENNIS D. HOLLOWAY who currently resides at 1750 NW 5th Avenue, Pompano Beach, Florida 33060 ("Holloway") and the CITY OF POMPANO BEACH ("City"), a Florida municipal corporation located at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

WHEREAS, the real property located at 271 NE 23rd Court in Pompano Beach, Florida 33060 (the "Property"), the value of which is presently assessed at $32,810 by the Broward County Real Property Appraiser, is currently owned by Holloway;

WHEREAS, the Property is the subject of a pending mortgage foreclosure action in the Seventeenth Judicial Circuit in and for Broward County, Florida, styled City of Pompano Beach *City of Pompano Beach vs. Dennis D. Holloway,* et al., Circuit Case No. 11-30888(11);

WHEREAS, as detailed in Exhibit A attached hereto and made a part hereof, the City has certain unrecorded charges and a total of five (5) Code Enforcement, four (4) Nuisance Abatement and two (2) Unsafe Structure liens recorded against the Property valued in excess of $1,575,000 which represents all known City liens, violations and monetary fines existing on the Property as of the date of this Agreement;

WHEREAS, subsequent to the City filing its *Complaint For Foreclosure of Municipal Code Enforcement and Unsafe Structure Liens* ("*Complaint*"), a Probate Court subsequently determined the Property to be homestead and, as such, exempt from levy and execution by judgment creditors pursuant to Article X, Section 4 of the Florida Constitution as memorialized in Exhibit B; and

WHEREAS, Holloway and the City have agreed to settle and completely resolve all of their outstanding differences, disputes and claims, asserted or unasserted, known or unknown, for a sum in settlement ("settlement sum") of $2,850.00.

NOW THEREFORE, in consideration of the above recitals and the promises and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Holloway and the City do hereby covenant and agree as follows.

**1. Representations.** All of the above statements are true and correct to the best of the parties' belief and knowledge.

**2. Settlement Sum.** Holloway shall pay City by cashier's check the settlement sum of $2,850.00.

**3. Parties' Obligations and Rights.**

A. Within five business (5) days after the City executes this Agreement, Holloway shall pay City by cashier's check the settlement sum of $2,850.

B. Within five (5) business days of the City's receipt of the settlement sum, the City shall execute and record, at its own expense, Releases on the fourteen (14) municipal liens listed in Exhibit A which CITY represents comprises all of its charges and liens against the Property.

C. Subject to Holloway's continued qualification for assistance through the City's Housing Rehabilitation Program, City shall commence and complete the remedial work set forth in Exhibit C within six (6) months from the date this Agreement is executed by the City.

D. In accordance with City guidelines and policies for providing the proposed rehabilitation assistance, the City shall be entitled to record in the Public Records of Broward County a first mortgage on the Property that provides for payment of principal only by forgiveness of the indebtness beginning after completion of the subject improvements at the rate of twenty percent (20%) per year beginning on the 11th year of the 15 year loan term until the balance is reduced to zero.

E. As reimbursement for monies the City previously paid to preclude the Property from being sold at Tax Deed Sale during the pendency of the subject foreclosure action, the City shall record a second mortgage against the Property in the amount of $10,019.44 which, upon recordation in the Public Records, shall bear interest at an annual rate of 4.75% over a 15 year term as set forth in Exhibit D although it shall be required to be paid in full on or before the date the above referenced first City mortgage expires or is otherwise released or satisfied.

**4. Force Majeure**. In the event either parties' failure to comply with the provisions of this Agreement is due to conditions beyond their control including accidents, death, acts or God, terrorism or other act of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for that party to correct the adverse effect of such event of force majeure.

**5. No Precedent**. It is understood and agreed by all parties hereto that this Agreement is executed based on the particular circumstances of this case and does not establish a precedent for the resolution of other cases.

**6. Complete Agreement**. This Agreement constitutes the entire understanding of the parties hereto. There are no promises, terms, conditions, or obligations other than those contained herein in writing and all negotiations, understandings, conversations, and communications are merged into this Agreement. Each party warrants that it has not relied on any promises or representations outside of this Agreement.

**7. No Oral Modifications**. This Agreement can be modified, amended or revoked only by express written consent of all parties. No waiver of any of the provisions of this Agreement shall constitute a waiver of any of its other provisions.

**8. Voluntary Agreement and Consultation with Counsel**. Holloway and City

represent and acknowledge that they (a) have read this Agreement and understand all its terms; (b) have made such investigation of the matters contained herein as deemed necessary and find the terms to be satisfactory; (c) execute this Agreement freely, voluntarily and without coercion, with full knowledge of its significance, binding effect and the legal consequences thereof; and (d) have been represented by counsel of their choice and have had adequate opportunity to review and consider the terms of this Agreement.

9. **Assignment of Claims.** Each party represents and warrants that no other person or entity has or has had any interest in the claims, demands, or obligations or causes of action referred to in this Agreement, except as otherwise set forth herein, and that it has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to herein as of the date of this Agreement.

10. **Authority**. Each party expressly covenants, represents and warrants that it has the authority to enter into this Agreement and that each person signing on behalf of them has the requisite power to bind that person, public body or entity.

11. **Governing Law**. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to the conflict of law rules thereof and shall not be more strictly construed against one party than against the other by virtue of the fact that it may have been physically prepared by one party or its attorney.

12. **Severability.** Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts shall remain in full force and effect.

13. **Expenses.** Each of the parties shall bear their own attorney fees, costs and expenses incurred or to be incurred in connection with, related to or arising out of this Agreement, including any transactions contemplated herein.

14. **Further Assurances.** Each of the parties shall execute and deliver any and all additional paper, documents, and other assurances, and shall take such additional actions as may be necessary in connection with the performance of their obligation hereunder to carry out the intent of the parties with respect to this Agreement.

15. **No Obligation to Third Parties.** Except for the parties to this Agreement and as otherwise provided herein, no person or entity is intended to be a beneficiary of any of its provisions and, accordingly, there shall be no third party beneficiaries of this Agreement except as otherwise provided herein

16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile signature pages shall be acceptable in the absence of the original signature pages.

17. **Default.** In the event of a default of any of the covenants and conditions set forth

herein, any provision as to release of the defaulting party is null and void.

**18. Survival of Provisions.** All covenants, warranties and representations contained in this Settlement Agreement, and all documents to be delivered by the parties in connection with the consummation of the transaction contained herein, shall survive the consummation of said transaction.

**19. Heirs, Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective assigns, successors, heirs, and/or personal representative as the case may be.

**20. Attorney's Fees and Costs**. If a legal action in enforcing this Agreement is initiated by any party to this Agreement against any other party arising out of or relating to the alleged performance or non-performance of any right or obligation established hereunder, any and all fees, costs and expenses reasonably incurred by the prevailing party, including but not limited to attorney's fees, in investigating, preparing for, prosecuting, defending against, providing evidence, producing documents or taking any other action in respect of such legal action, shall be the obligation, of and shall be paid or reimbursed by, the unsuccessful party.

**21. Notice and Demands.** A notice, demand, or other communication hereunder by either party to the other shall be given or delivered sufficiently if it is in writing and sent via email or facsimile to the representatives named below or such other representative as either party may subsequently designate in writing to serve in this regard. All notices hereunder and communications with respect to this Agreement shall be effective upon the sending thereof to the persons named above.

If to Holloway: Dennis D. Holloway
1750 NW 5th Avenue
Pompano Beach, Florida 33060
(954) 943-7028

If to the City: Office of the City Attorney
P.O. Box 2083
Pompano Beach, Florida 33061-1300
(954) 786-4083

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the parties hereto each have approved and executed this Settlement Agreement on the dates set forth below.

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS BEACH, CITY MANAGER

Attest:

_____

(SEAL)

ASCELETA HAMMOND
CITY CLERK

Approved As To Form:

_____
Mark E. Berman, CITY ATTORNEY

STATE OF FLORIDA )
) ss
COUNTY OF BROWARD )

The foregoing instruments were acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER** as Mayor, **DENNIS BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

**"HOLLOWAY"**

DENNIS D. HOLLOWAY

Witnesses:

_____ _____

Sign name of Witness 1

_____

Print name of Witness 1

_____

Sign name of Witness 2

_____

Print name of Witness 2

STATE OF FLORIDA )
)ss
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this ___ day of _____, 2015, by DENNIS D. HOLLOWAY who is personally known to me or has produced _____ as identification.

_____

NOTARY'S SEAL: NOTARY PUBLIC, STATE OF FLORIDA

_____

(Name of Acknowledger Typed, Printed or Stamped)

_____

Commission Number

L:/foreclosure/Holloway/settlement agreement

# EXHIBIT "A"

| Type | Case # | Complied | Daily Fine/Interest Accrual | Recording Reference | Amt. of Lien as of 10/27/15 |
|---|---|---|---|---|---|
| Code Enforcement | 09-1749 | yes | $250.00 | BK46673 PG1746 | $ 272,500.00 |
| Code Enforcement | 08-2582 | yes | $100.00 | BK46150 PG1856 | 114,700.00 |
| Code Enforcement | 08-2552 | yes | $ 0.00 | n/a | 45.00 |
| Code Enforcement | 07-0192 | no (board-up) | $275.00 | BK43944 PG960 | 855,800.00 |
| Code Enforcement | 07-0120 | yes | $100.00 | BK44106 PG102 | 313,900.00 |
| Code Enforcement | 03-2052 | yes | $ 0.00 | n/a | 45.00 |
| Code Enforcement | 01-4331 | yes | $ 0.00 | BK32680 PG1000 | 15,845.00 |
| | | | | | **$1,572,835.00** |
| Nuisance Abatement | 11-0324 | yes | $ 0.02 | BK49150 PG1546 | $ 228.03 |
| Nuisance Abatement | 11-0130 | yes | $ 0.04 | BK49304 PG1323 | 323.96 |
| Nuisance Abatement | 24553 | yes | $ 0.07 | BK49446 PG1243 | 607.87 |
| Nuisance Abatement | 46660 | yes | $ 0.05 | BK50607 PG1156 | 435.20 |
| Nuisance Abatement | 65164 | yes | $ 0.07 | INST. #112963190 | 541.95 |
| Unsafe Structure | 11-037 | yes | $ 0.00 | BK48175 PG812 | 231.94 |
| Unsafe Structure | 14-08000213 | yes | $ 0.05 | BK50849 PG1261 | 459.09 |
| | | | | | **$ 2,828.04** |

**Total owed $ 1,575,663.04**

**L:/foreclosure/Holloway/Exhibit "A"**

Dennis Holloway Payment Schedule
271 NE 23rd Court, Pompano Beach

EXHIBIT
B

| | |
|---|---|
| Loan amount | 10,019.44 |
| Annual interest rate | 4.75% |
| Loan period in years | 15 |
| Start date of loan | 1/1/2016 |

| | |
|---|---|
| Scheduled monthly payment | 77.93 |
| Scheduled number of payments | 180 |

| No. | Payment Date | Beginning Balance | Scheduled Payment | Principal | Interest | Ending Balance |
|---|---|---|---|---|---|---|
| 1 | 1/1/2016 | 10,019.44 | 77.93 | 38.27 | 39.66 | 9,981.17 |
| 2 | 2/1/2016 | 9,981.17 | 77.93 | 38.43 | 39.51 | 9,942.74 |
| 3 | 3/1/2016 | 9,942.74 | 77.93 | 38.58 | 39.36 | 9,904.16 |
| 4 | 4/1/2016 | 9,904.16 | 77.93 | 38.73 | 39.20 | 9,865.43 |
| 5 | 5/1/2016 | 9,865.43 | 77.93 | 38.88 | 39.05 | 9,826.55 |
| 6 | 6/1/2016 | 9,826.55 | 77.93 | 39.04 | 38.90 | 9,787.51 |
| 7 | 7/1/2016 | 9,787.51 | 77.93 | 39.19 | 38.74 | 9,748.32 |
| 8 | 8/1/2016 | 9,748.32 | 77.93 | 39.35 | 38.59 | 9,708.97 |
| 9 | 9/1/2016 | 9,708.97 | 77.93 | 39.50 | 38.43 | 9,669.47 |
| 10 | 10/1/2016 | 9,669.47 | 77.93 | 39.66 | 38.27 | 9,629.81 |
| 11 | 11/1/2016 | 9,629.81 | 77.93 | 39.82 | 38.12 | 9,589.99 |
| 12 | 12/1/2016 | 9,589.99 | 77.93 | 39.97 | 37.96 | 9,550.02 |
| 13 | 1/1/2017 | 9,550.02 | 77.93 | 40.13 | 37.80 | 9,509.89 |
| 14 | 2/1/2017 | 9,509.89 | 77.93 | 40.29 | 37.64 | 9,469.59 |
| 15 | 3/1/2017 | 9,469.59 | 77.93 | 40.45 | 37.48 | 9,429.14 |
| 16 | 4/1/2017 | 9,429.14 | 77.93 | 40.61 | 37.32 | 9,388.53 |
| 17 | 5/1/2017 | 9,388.53 | 77.93 | 40.77 | 37.16 | 9,347.76 |
| 18 | 6/1/2017 | 9,347.76 | 77.93 | 40.93 | 37.00 | 9,306.83 |
| 19 | 7/1/2017 | 9,306.83 | 77.93 | 41.09 | 36.84 | 9,265.73 |
| 20 | 8/1/2017 | 9,265.73 | 77.93 | 41.26 | 36.68 | 9,224.48 |
| 21 | 9/1/2017 | 9,224.48 | 77.93 | 41.42 | 36.51 | 9,183.06 |
| 22 | 10/1/2017 | 9,183.06 | 77.93 | 41.58 | 36.35 | 9,141.47 |
| 23 | 11/1/2017 | 9,141.47 | 77.93 | 41.75 | 36.18 | 9,099.72 |
| 24 | 12/1/2017 | 9,099.72 | 77.93 | 41.91 | 36.02 | 9,057.81 |
| 25 | 1/1/2018 | 9,057.81 | 77.93 | 42.08 | 35.85 | 9,015.73 |
| 26 | 2/1/2018 | 9,015.73 | 77.93 | 42.25 | 35.69 | 8,973.48 |
| 27 | 3/1/2018 | 8,973.48 | 77.93 | 42.41 | 35.52 | 8,931.07 |
| 28 | 4/1/2018 | 8,931.07 | 77.93 | 42.58 | 35.35 | 8,888.48 |
| 29 | 5/1/2018 | 8,888.48 | 77.93 | 42.75 | 35.18 | 8,845.73 |
| 30 | 6/1/2018 | 8,845.73 | 77.93 | 42.92 | 35.01 | 8,802.81 |
| 31 | 7/1/2018 | 8,802.81 | 77.93 | 43.09 | 34.84 | 8,759.72 |
| 32 | 8/1/2018 | 8,759.72 | 77.93 | 43.26 | 34.67 | 8,716.46 |
| 33 | 9/1/2018 | 8,716.46 | 77.93 | 43.43 | 34.50 | 8,673.03 |
| 34 | 10/1/2018 | 8,673.03 | 77.93 | 43.60 | 34.33 | 8,629.43 |
| 35 | 11/1/2018 | 8,629.43 | 77.93 | 43.78 | 34.16 | 8,585.65 |
| 36 | 12/1/2018 | 8,585.65 | 77.93 | 43.95 | 33.98 | 8,541.70 |
| 37 | 1/1/2019 | 8,541.70 | 77.93 | 44.12 | 33.81 | 8,497.58 |
| 38 | 2/1/2019 | 8,497.58 | 77.93 | 44.30 | 33.64 | 8,453.28 |
| 39 | 3/1/2019 | 8,453.28 | 77.93 | 44.47 | 33.46 | 8,408.81 |
| 40 | 4/1/2019 | 8,408.81 | 77.93 | 44.65 | 33.28 | 8,364.16 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 41 | 5/1/2019 | 8,364.16 | 77.93 | 44.83 | 33.11 | 8,319.33 |
| 42 | 6/1/2019 | 8,319.33 | 77.93 | 45.00 | 32.93 | 8,274.33 |
| 43 | 7/1/2019 | 8,274.33 | 77.93 | 45.18 | 32.75 | 8,229.14 |
| 44 | 8/1/2019 | 8,229.14 | 77.93 | 45.36 | 32.57 | 8,183.78 |
| 45 | 9/1/2019 | 8,183.78 | 77.93 | 45.54 | 32.39 | 8,138.24 |
| 46 | 10/1/2019 | 8,138.24 | 77.93 | 45.72 | 32.21 | 8,092.52 |
| 47 | 11/1/2019 | 8,092.52 | 77.93 | 45.90 | 32.03 | 8,046.62 |
| 48 | 12/1/2019 | 8,046.62 | 77.93 | 46.08 | 31.85 | 8,000.54 |
| 49 | 1/1/2020 | 8,000.54 | 77.93 | 46.27 | 31.67 | 7,954.27 |
| 50 | 2/1/2020 | 7,954.27 | 77.93 | 46.45 | 31.49 | 7,907.82 |
| 51 | 3/1/2020 | 7,907.82 | 77.93 | 46.63 | 31.30 | 7,861.19 |
| 52 | 4/1/2020 | 7,861.19 | 77.93 | 46.82 | 31.12 | 7,814.37 |
| 53 | 5/1/2020 | 7,814.37 | 77.93 | 47.00 | 30.93 | 7,767.37 |
| 54 | 6/1/2020 | 7,767.37 | 77.93 | 47.19 | 30.75 | 7,720.18 |
| 55 | 7/1/2020 | 7,720.18 | 77.93 | 47.38 | 30.56 | 7,672.81 |
| 56 | 8/1/2020 | 7,672.81 | 77.93 | 47.56 | 30.37 | 7,625.24 |
| 57 | 9/1/2020 | 7,625.24 | 77.93 | 47.75 | 30.18 | 7,577.49 |
| 58 | 10/1/2020 | 7,577.49 | 77.93 | 47.94 | 29.99 | 7,529.55 |
| 59 | 11/1/2020 | 7,529.55 | 77.93 | 48.13 | 29.80 | 7,481.42 |
| 60 | 12/1/2020 | 7,481.42 | 77.93 | 48.32 | 29.61 | 7,433.10 |
| 61 | 1/1/2021 | 7,433.10 | 77.93 | 48.51 | 29.42 | 7,384.59 |
| 62 | 2/1/2021 | 7,384.59 | 77.93 | 48.70 | 29.23 | 7,335.89 |
| 63 | 3/1/2021 | 7,335.89 | 77.93 | 48.90 | 29.04 | 7,286.99 |
| 64 | 4/1/2021 | 7,286.99 | 77.93 | 49.09 | 28.84 | 7,237.90 |
| 65 | 5/1/2021 | 7,237.90 | 77.93 | 49.28 | 28.65 | 7,188.62 |
| 66 | 6/1/2021 | 7,188.62 | 77.93 | 49.48 | 28.45 | 7,139.14 |
| 67 | 7/1/2021 | 7,139.14 | 77.93 | 49.68 | 28.26 | 7,089.46 |
| 68 | 8/1/2021 | 7,089.46 | 77.93 | 49.87 | 28.06 | 7,039.59 |
| 69 | 9/1/2021 | 7,039.59 | 77.93 | 50.07 | 27.87 | 6,989.52 |
| 70 | 10/1/2021 | 6,989.52 | 77.93 | 50.27 | 27.67 | 6,939.25 |
| 71 | 11/1/2021 | 6,939.25 | 77.93 | 50.47 | 27.47 | 6,888.79 |
| 72 | 12/1/2021 | 6,888.79 | 77.93 | 50.67 | 27.27 | 6,838.12 |
| 73 | 1/1/2022 | 6,838.12 | 77.93 | 50.87 | 27.07 | 6,787.25 |
| 74 | 2/1/2022 | 6,787.25 | 77.93 | 51.07 | 26.87 | 6,736.18 |
| 75 | 3/1/2022 | 6,736.18 | 77.93 | 51.27 | 26.66 | 6,684.91 |
| 76 | 4/1/2022 | 6,684.91 | 77.93 | 51.47 | 26.46 | 6,633.44 |
| 77 | 5/1/2022 | 6,633.44 | 77.93 | 51.68 | 26.26 | 6,581.76 |
| 78 | 6/1/2022 | 6,581.76 | 77.93 | 51.88 | 26.05 | 6,529.88 |
| 79 | 7/1/2022 | 6,529.88 | 77.93 | 52.09 | 25.85 | 6,477.80 |
| 80 | 8/1/2022 | 6,477.80 | 77.93 | 52.29 | 25.64 | 6,425.50 |
| 81 | 9/1/2022 | 6,425.50 | 77.93 | 52.50 | 25.43 | 6,373.00 |
| 82 | 10/1/2022 | 6,373.00 | 77.93 | 52.71 | 25.23 | 6,320.29 |
| 83 | 11/1/2022 | 6,320.29 | 77.93 | 52.92 | 25.02 | 6,267.38 |
| 84 | 12/1/2022 | 6,267.38 | 77.93 | 53.13 | 24.81 | 6,214.25 |
| 85 | 1/1/2023 | 6,214.25 | 77.93 | 53.34 | 24.60 | 6,160.92 |
| 86 | 2/1/2023 | 6,160.92 | 77.93 | 53.55 | 24.39 | 6,107.37 |
| 87 | 3/1/2023 | 6,107.37 | 77.93 | 53.76 | 24.17 | 6,053.61 |
| 88 | 4/1/2023 | 6,053.61 | 77.93 | 53.97 | 23.96 | 5,999.64 |
| 89 | 5/1/2023 | 5,999.64 | 77.93 | 54.19 | 23.75 | 5,945.45 |
| 90 | 6/1/2023 | 5,945.45 | 77.93 | 54.40 | 23.53 | 5,891.05 |
| 91 | 7/1/2023 | 5,891.05 | 77.93 | 54.62 | 23.32 | 5,836.43 |
| 92 | 8/1/2023 | 5,836.43 | 77.93 | 54.83 | 23.10 | 5,781.60 |
| 93 | 9/1/2023 | 5,781.60 | 77.93 | 55.05 | 22.89 | 5,726.55 |
| 94 | 10/1/2023 | 5,726.55 | 77.93 | 55.27 | 22.67 | 5,671.29 |
| 95 | 11/1/2023 | 5,671.29 | 77.93 | 55.49 | 22.45 | 5,615.80 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 96 | 12/1/2023 | 5,615.80 | 77.93 | 55.71 | 22.23 | 5,560.10 |
| 97 | 1/1/2024 | 5,560.10 | 77.93 | 55.93 | 22.01 | 5,504.17 |
| 98 | 2/1/2024 | 5,504.17 | 77.93 | 56.15 | 21.79 | 5,448.02 |
| 99 | 3/1/2024 | 5,448.02 | 77.93 | 56.37 | 21.57 | 5,391.65 |
| 100 | 4/1/2024 | 5,391.65 | 77.93 | 56.59 | 21.34 | 5,335.06 |
| 101 | 5/1/2024 | 5,335.06 | 77.93 | 56.82 | 21.12 | 5,278.25 |
| 102 | 6/1/2024 | 5,278.25 | 77.93 | 57.04 | 20.89 | 5,221.20 |
| 103 | 7/1/2024 | 5,221.20 | 77.93 | 57.27 | 20.67 | 5,163.94 |
| 104 | 8/1/2024 | 5,163.94 | 77.93 | 57.49 | 20.44 | 5,106.44 |
| 105 | 9/1/2024 | 5,106.44 | 77.93 | 57.72 | 20.21 | 5,048.72 |
| 106 | 10/1/2024 | 5,048.72 | 77.93 | 57.95 | 19.98 | 4,990.77 |
| 107 | 11/1/2024 | 4,990.77 | 77.93 | 58.18 | 19.76 | 4,932.59 |
| 108 | 12/1/2024 | 4,932.59 | 77.93 | 58.41 | 19.52 | 4,874.18 |
| 109 | 1/1/2025 | 4,874.18 | 77.93 | 58.64 | 19.29 | 4,815.54 |
| 110 | 2/1/2025 | 4,815.54 | 77.93 | 58.87 | 19.06 | 4,756.67 |
| 111 | 3/1/2025 | 4,756.67 | 77.93 | 59.11 | 18.83 | 4,697.56 |
| 112 | 4/1/2025 | 4,697.56 | 77.93 | 59.34 | 18.59 | 4,638.22 |
| 113 | 5/1/2025 | 4,638.22 | 77.93 | 59.57 | 18.36 | 4,578.65 |
| 114 | 6/1/2025 | 4,578.65 | 77.93 | 59.81 | 18.12 | 4,518.84 |
| 115 | 7/1/2025 | 4,518.84 | 77.93 | 60.05 | 17.89 | 4,458.79 |
| 116 | 8/1/2025 | 4,458.79 | 77.93 | 60.29 | 17.65 | 4,398.51 |
| 117 | 9/1/2025 | 4,398.51 | 77.93 | 60.52 | 17.41 | 4,337.98 |
| 118 | 10/1/2025 | 4,337.98 | 77.93 | 60.76 | 17.17 | 4,277.22 |
| 119 | 11/1/2025 | 4,277.22 | 77.93 | 61.00 | 16.93 | 4,216.21 |
| 120 | 12/1/2025 | 4,216.21 | 77.93 | 61.25 | 16.69 | 4,154.97 |
| 121 | 1/1/2026 | 4,154.97 | 77.93 | 61.49 | 16.45 | 4,093.48 |
| 122 | 2/1/2026 | 4,093.48 | 77.93 | 61.73 | 16.20 | 4,031.75 |
| 123 | 3/1/2026 | 4,031.75 | 77.93 | 61.98 | 15.96 | 3,969.78 |
| 124 | 4/1/2026 | 3,969.78 | 77.93 | 62.22 | 15.71 | 3,907.55 |
| 125 | 5/1/2026 | 3,907.55 | 77.93 | 62.47 | 15.47 | 3,845.09 |
| 126 | 6/1/2026 | 3,845.09 | 77.93 | 62.71 | 15.22 | 3,782.37 |
| 127 | 7/1/2026 | 3,782.37 | 77.93 | 62.96 | 14.97 | 3,719.41 |
| 128 | 8/1/2026 | 3,719.41 | 77.93 | 63.21 | 14.72 | 3,656.20 |
| 129 | 9/1/2026 | 3,656.20 | 77.93 | 63.46 | 14.47 | 3,592.74 |
| 130 | 10/1/2026 | 3,592.74 | 77.93 | 63.71 | 14.22 | 3,529.02 |
| 131 | 11/1/2026 | 3,529.02 | 77.93 | 63.97 | 13.97 | 3,465.06 |
| 132 | 12/1/2026 | 3,465.06 | 77.93 | 64.22 | 13.72 | 3,400.84 |
| 133 | 1/1/2027 | 3,400.84 | 77.93 | 64.47 | 13.46 | 3,336.37 |
| 134 | 2/1/2027 | 3,336.37 | 77.93 | 64.73 | 13.21 | 3,271.64 |
| 135 | 3/1/2027 | 3,271.64 | 77.93 | 64.98 | 12.95 | 3,206.66 |
| 136 | 4/1/2027 | 3,206.66 | 77.93 | 65.24 | 12.69 | 3,141.41 |
| 137 | 5/1/2027 | 3,141.41 | 77.93 | 65.50 | 12.43 | 3,075.91 |
| 138 | 6/1/2027 | 3,075.91 | 77.93 | 65.76 | 12.18 | 3,010.16 |
| 139 | 7/1/2027 | 3,010.16 | 77.93 | 66.02 | 11.92 | 2,944.14 |
| 140 | 8/1/2027 | 2,944.14 | 77.93 | 66.28 | 11.65 | 2,877.86 |
| 141 | 9/1/2027 | 2,877.86 | 77.93 | 66.54 | 11.39 | 2,811.31 |
| 142 | 10/1/2027 | 2,811.31 | 77.93 | 66.81 | 11.13 | 2,744.51 |
| 143 | 11/1/2027 | 2,744.51 | 77.93 | 67.07 | 10.86 | 2,677.44 |
| 144 | 12/1/2027 | 2,677.44 | 77.93 | 67.34 | 10.60 | 2,610.10 |
| 145 | 1/1/2028 | 2,610.10 | 77.93 | 67.60 | 10.33 | 2,542.50 |
| 146 | 2/1/2028 | 2,542.50 | 77.93 | 67.87 | 10.06 | 2,474.63 |
| 147 | 3/1/2028 | 2,474.63 | 77.93 | 68.14 | 9.80 | 2,406.49 |
| 148 | 4/1/2028 | 2,406.49 | 77.93 | 68.41 | 9.53 | 2,338.08 |
| 149 | 5/1/2028 | 2,338.08 | 77.93 | 68.68 | 9.25 | 2,269.40 |
| 150 | 6/1/2028 | 2,269.40 | 77.93 | 68.95 | 8.98 | 2,200.45 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 151 | 7/1/2028 | 2,200.45 | 77.93 | 69.22 | 8.71 | 2,131.22 |
| 152 | 8/1/2028 | 2,131.22 | 77.93 | 69.50 | 8.44 | 2,061.73 |
| 153 | 9/1/2028 | 2,061.73 | 77.93 | 69.77 | 8.16 | 1,991.95 |
| 154 | 10/1/2028 | 1,991.95 | 77.93 | 70.05 | 7.88 | 1,921.90 |
| 155 | 11/1/2028 | 1,921.90 | 77.93 | 70.33 | 7.61 | 1,851.58 |
| 156 | 12/1/2028 | 1,851.58 | 77.93 | 70.61 | 7.33 | 1,780.97 |
| 157 | 1/1/2029 | 1,780.97 | 77.93 | 70.88 | 7.05 | 1,710.09 |
| 158 | 2/1/2029 | 1,710.09 | 77.93 | 71.17 | 6.77 | 1,638.92 |
| 159 | 3/1/2029 | 1,638.92 | 77.93 | 71.45 | 6.49 | 1,567.47 |
| 160 | 4/1/2029 | 1,567.47 | 77.93 | 71.73 | 6.20 | 1,495.74 |
| 161 | 5/1/2029 | 1,495.74 | 77.93 | 72.01 | 5.92 | 1,423.73 |
| 162 | 6/1/2029 | 1,423.73 | 77.93 | 72.30 | 5.64 | 1,351.43 |
| 163 | 7/1/2029 | 1,351.43 | 77.93 | 72.58 | 5.35 | 1,278.85 |
| 164 | 8/1/2029 | 1,278.85 | 77.93 | 72.87 | 5.06 | 1,205.97 |
| 165 | 9/1/2029 | 1,205.97 | 77.93 | 73.16 | 4.77 | 1,132.81 |
| 166 | 10/1/2029 | 1,132.81 | 77.93 | 73.45 | 4.48 | 1,059.36 |
| 167 | 11/1/2029 | 1,059.36 | 77.93 | 73.74 | 4.19 | 985.62 |
| 168 | 12/1/2029 | 985.62 | 77.93 | 74.03 | 3.90 | 911.59 |
| 169 | 1/1/2030 | 911.59 | 77.93 | 74.33 | 3.61 | 837.26 |
| 170 | 2/1/2030 | 837.26 | 77.93 | 74.62 | 3.31 | 762.64 |
| 171 | 3/1/2030 | 762.64 | 77.93 | 74.92 | 3.02 | 687.73 |
| 172 | 4/1/2030 | 687.73 | 77.93 | 75.21 | 2.72 | 612.51 |
| 173 | 5/1/2030 | 612.51 | 77.93 | 75.51 | 2.42 | 537.00 |
| 174 | 6/1/2030 | 537.00 | 77.93 | 75.81 | 2.13 | 461.20 |
| 175 | 7/1/2030 | 461.20 | 77.93 | 76.11 | 1.83 | 385.09 |
| 176 | 8/1/2030 | 385.09 | 77.93 | 76.41 | 1.52 | 308.68 |
| 177 | 9/1/2030 | 308.68 | 77.93 | 76.71 | 1.22 | 231.96 |
| 178 | 10/1/2030 | 231.96 | 77.93 | 77.02 | 0.92 | 154.95 |
| 179 | 11/1/2030 | 154.95 | 77.93 | 77.32 | 0.61 | 77.63 |
| 180 | 12/1/2030 | 77.63 | 77.93 | 77.63 | 0.31 | 0.00 |
| | **Total** | | **14,028.19** | **10,019.44** | **4,008.75** | |

December 22, 2011

**Answer To Complaint and Motion To Dismiss**

EXHIBIT 2

A TRUE COPY
JAN 03 2012
HOWARD C. FORMAN
CLERK OF CIRCUIT COURT
BROWARD COUNTY

Ref: Cace # 11-30888 (11)

Daysha Holloway vs. City of Pompano Beach

To Whom It May Concern:

My name is Daysha V. Holloway; on December 16, 2011 I was served legal documents from the City Of Pompano Beach. The documents stated my childhood home located at 271 NE 23rd court in Pompano Beach was about to be foreclosed on and a judgment would be placed on my bothers and I. I am writing this letter to say that I am a minor, I am 17 years old and I attend Blanche Ely High School. When I was 5 years old my mother passed away with breast cancer and my brothers and I were placed in the care of our grandparents and or dad. I am requesting that a judgment not be placed on me because I am a minor and I had no part in any decision making with regards to the property mention. If needed I can be reached at 1750 NW 5th Avenue of Pompano Beach, where I reside with my elderly grandmother and father who is disable and blind.

Daysha Holloway

Daysha Holloway

cc:

City Of Pompano Beach

Fawn Powers, ESQ.

Code Enforcement

Broward County Clerk of Courts

2012 JAN -6 AM 9:59

EXHIBIT 3

December 22, 2011

**Answer To Complaint and Motion To Dismiss**

Ref: Cace # 11-30888 (11)

Dennis Holloway vs. City of Pompano Beach

To Whom It May Concern:

My name is Dennis Holloway; on December 16, 2011 I was served legal documents from the City Of Pompano Beach. The documents stated my childhood home located at 271 NE 23rd court in Pompano Beach was about to be foreclosed on and a judgment would be placed on my siblings and I. I am writing this letter to say that I was a minor when the house was burned, to the point where it was inhabitable. When I was 11 years old my mother passed away with breast cancer and my siblings and I were placed in the care of our grandparents and or dad. I am requesting that a judgment not be placed on me because I was a minor and I had no part in any decision-making with regards to the property mention. I can be reached at 1750 NW 5th Avenue of Pompano Beach. Currently I reside in Tallahassee, FL where I attend college.

Dennis Holloway

A TRUE COPY
JAN 08 2012
HOWARD C. FORMAN
CLERK OF CIRCUIT COURT
BROWARD COUNTY, FL

cc:

City Of Pompano Beach

Fawn Powers, ESQ.

Code Enforcement

Broward County Clerk of Courts

2012 JAN -6 AM 8:59

EXHIBIT
4

IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA

IN RE: ESTATE OF

SHARON DAVIS HOLLOWAY a/k/a SHARON ANN HOLLOWAY

Deceased.

PROBATE DIVISION

File No. 09-5047

Division 61

AMENDED
ORDER DETERMINING HOMESTEAD
STATUS OF REAL PROPERTY

On the petition of DENNIS D. HOLLOWAY for an Order Determining Homestead Status of Real Property, all interested persons have been served proper notice of the petition and hearing, or have waived notice thereof, the court finds that:

1. The decedent died testate and was domiciled in Broward County, Florida;
2. The decedent was survived by a spouse and one or more lineal descendants;
3. Decedent's homestead is not validly devised;
4. At the time of death, the decedent owned and resided on the real property described in the petition; it is

ADJUDGED that the following-described property (the "Property"):

Lot 39, in Block 2 of VERA VILLAS 1ST SECTION, according to the Plat thereof, as recorded in Plat Book 43, Page 36, of the Public Records of Broward County, Florida.

constituted the homestead of the decedent within the meaning of Section 4 of Article X of the Constitution of the State of Florida.

ADJUDGED FURTHER that the title to the Property descended and the constitutional exemption from claims of decedent's creditors inured to decedent's surviving spouse and lineal descendent's as follows:

To the decedent' surviving spouse, **DENNIS D. HOLLOWAY** for a life estate, with the remainder, in equal shares to her children **BRANDON HOLLOWAY, BRYCE HOLLOWAY, DENNIS W. HOLLOWAY and DAYSHA V. HOLLOWAY .**

ADJUDGED FURTHER that the personal representative is authorized and directed to surrender all of the Property which may be in the possession or control of the personal representative to the lineal descendants, and that the personal representative shall have no further responsibility with respect to it.

ORDERED on November 30, 2012

CHARLES GREENE
A TRUE COPY
CIRCUIT COURT JUDGE

Circuit Judge

**Internal Revenue Service**
CENTRO NOVIOS PLAZA
475 AVE HOSTOS SUITE 207
MAYAGUEZ, PR 00680

RECEIVED
OFFICE OF CITY ATTY
CITY OF POMPANO BEACH
2015 FEB -3 AM 8:40

**Department of the Treasury**

EXHIBIT
S

**Date:** 01/27/2015

Dennis D Holloway
271 NE 23 COURT
POMPANO BEACH, FLORIDA

**Taxpayer Identification Number:**
XXX-XX-6737
**Person to Contact:**
VICTOR REYES JR
**Employee Identification Number:**
1000314508
**Contact Telephone Number:**
(787)652-1229

## Certificate of Non-Attachment of Federal Tax Lien

To whom it may concern:

**Certification of Appointment**

I certify that I am the appointed and qualified Advisory Group Manager of Internal Revenue charged by law with the duty of collecting and enforcing the collection of internal revenue taxes due the United States.

**Certification of Non-Attachment of Federal Tax Lien**

I also certify that the Federal Tax Lien against all property and right of property belonging to DENNIS HOLLWAY, 1750 NW 5TH AVE, POMPANO BEACH, FL 33060, based on an assessment of Income for the year ending 12/31/2000 12/31/2001 against DENNIS HOLLWAY, XXX-XX-6737 did not attach, and does not now attach, to any separate property of Dennis D Holloway, XXX-XX-6737 or the following described property:

**Property Description**

PROPERTY LISTED IN REQUEST:lot 39 block 2 verra villas 1st section according to the plat thereof as recorded in plat book 43 page 36 public recordes of Broward County Florida, address 271 NE 23Court Pompano Beach Florida 33060 parcel id #4842 26 050480

TITLE OF PROPERTY: in the name of Dennis D Hollway

**Identification of Notice of Federal Tax Lien**
Notice of the lien, serial number 480076808, in the sum of 27,748.74 was filed on 10/20/2008 with the Broward County Clerk's Office, State of FLORIDA , as provided by Section 6323 of the Internal Revenue Code.

**Reason For This Action**
The reason for this action is that it has been determined that Dennis D Holloway is not liable for tax under the above assessment.

Sincerely yours,

CEOMIE BARRON
Advisory Group Manager

**Internal Revenue Service**
CENTRO NOVIOS PLAZA
475 AVE HOSTOS SUITE 207
MAYAGUEZ, PR 00680

RECEIVED
OFFICE OF CITY ATTY
CITY OF POMPANO BEACH
2015 FEB -3 AM 8:40

**Department of the Treasury**

EXHIBIT
6

**Date:** 01/27/2015

Sharon A Holloway
1750 NW 5TH AVENUE
POMPANO BEACH FLORIDA 33060

**Taxpayer Identification Number:**
XXX-XX-6241
**Person to Contact:**
VICTOR REYES JR
**Employee Identification Number:**
1000314508
**Contact Telephone Number:**
(787)652-1229

## Certificate of Non-Attachment of Federal Tax Lien

To whom it may concern:

**Certification of Appointment**

I certify that I am the appointed and qualified Advisory Group Manager of Internal Revenue charged by law with the duty of collecting and enforcing the collection of internal revenue taxes due the United States.

**Certification of Non-Attachment of Federal Tax Lien**

I also certify that the Federal Tax Lien against all property and right of property belonging to SHARON Y HOLOWAY, 3071 NW 43 STREET APT 2, LAUDERDALE LAKES, FL 33309, based on an assessment of Income for the year/period ending 200012 against SHARON Y HOLOWAY, XXX-XX-6241 did not attach, and does not now attach, to any separate property of Sharon A Holloway, XXX-XX-0637 or the following described property:

**Property Description**

Legal Description Lot 39 Block 2 Vera Villas 1st Section according to the plat thereof as recorded in Plat Book 43 page 36 public recordes of Broward County Florida property ID # 4842-26-05-0480

**Identification of Notice of Federal Tax Lien**

Notice of the lien, serial number 131980603, in the sum of 6,134.54 was filed on 09/04/2003 with the Broward County Clerk's Office, State of FLORIDA , as provided by Section 6323 of the Internal Revenue Code.

**Reason For This Action**

The reason for this action is that it has been determined that Sharon A Holloway is not liable for tax under the above assessment.

Sincerely yours,

CEOMIE BARRON
Advisory Group Manager

# SPECS BY LOCATION/TRADE

EXHIBIT 7

8/11/2015

Work Write-up/Re-Bid: _____ Case Number: _____

Work Through Date: 08/10/2015 Construction Specialist: REGINELLO SALVATORE

Bid Date: 08/14/2015 Phone: 954.789-2969

Initial: _____

Block: 24NE 24rd Court Unit: Holloway Pembroke

Location: 1 General Requirements Approx Walls: 0 Ceiling/Floor SF: 0

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|---|---|---|---|---|---|
| Trade: 1 | **General Requirements** | | | | |
| #34 | **Landscaping**<br>As per the Florida Building Code<br><br>Use trees as recommended by The City of Pompano Beach Landscaping Department. See Architects drawings<br><br>- Contractor to provide material and labor for the installation of a new automatic surface irrigation sprinkler system to supply water to all landscaped area of site, main supply lines, hoses, impulse pop-up heads, rain sensor (to be located on fascia board) and multi-zone valves with automatic timer.<br>- Demonstrate the correct usage of the timer and supply owner with warranties.<br>- All exposed ground surfaces at the yard, back, front, 2 sides as well as the swale areas are to be graded and have sod installed. New sod is to be Florida #1 St Augustine, Flora tam grass.<br>- All sod to be healthy and installed tight-butt at all installations.<br>- Shrub type plants are to be installed at the front exposure of the house.<br>- All plant materials to be drought resistant.<br>- Include for trim and clean of all existing shrubs and trees on the property.<br>- Install "red mulch" at all bed areas. | 1.00 | EA | $3,160.00 | $3,160.00 |
| #39 | **PERMITS**<br>- Contractor to provide in this line item the cost of All permit fee needed to complete this project as per local and state codes. To include but not limited to:<br><br>Certificate of Occupancy Fee<br>Electrical Permit Fee<br>Structial Permit Fee<br>Landscaping Permit Fee<br>Mechanical Permit Fee<br>Plumbing Permit Fee<br><br>CONTRACTOR TO INCLUDE IN THIS LINE ITEM FOR THE FINALING OUT AND CLOSING OF THE EXISTING OPEN PERMIT UNDER INVESTIGATION BY UNSAFE STRUCTURES. | 1.00 | EA | 4,249.00 | 4,249.00 |
| 00 | **2 10 WARRANTY**<br>CONTRACTOR to include on this line item a Allowance of $200 for the maximum fee for the warranty of the RE-HAB project, depending on the total cost of this project the allowance will be adjusted in form of a change order. | 1.00 | EA | 128.00 | 128.00 |

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|---|---|---|---|---|---|
| **ade: 1** | **General Requirements** | | | | |
| **NSP0009** | **Doors and Windows**<br>As per the Florida Building Code.<br><br>Exterior Doors<br>Provide and install new 1 ¾"th pre-hung 6 panel insulated steel door for all external door openings as per Arch. drawings. Include a combination rim and levered chrome plated deadbolt lockset with keyed exterior and thumb latch interior.<br><br>Interior Doors<br>Provide and install new pre-hung Masonite hollow core paint grade interior doors in all internal room door openings as per Arch. drawings. Complete with chrome plated levered keyless lockset with thumb latch interior. Provide and install new hinged bi-fold louvered doors in utility room, hallway, a/c room, and bedroom closets. Include all required trim, hardware and locksets. Install door bumpers on walls for all applicable doors.<br><br>Windows<br>Install new aluminum single hung impact resistance window with muntins as per Arch/Eng drawings and specifications and window manufacture's instructions. Window frames to be prepainted white. Provide industry-approved standard insect screen for each window opening. All internal window sills to be polished marble with no more than 1" overhang | 1.00 | EA | 6,620.00 | 6,620.00 |
| **NSP0012** | **Floors & bathrooms Tiles**<br>Contractor to provide CRS with samples of ceramic wall tiles before installation. Wall tiles up to 6'-0" high on. all bathroom wet walls including tub/shower area. (Bathroom tile to be installed on Durarock (water-resistant) board or equivalent). Finished with un-sanded grout. Supply and install bathroom convenience set, including toothbrush/tumbler unit, soap dish, toilet paper holder and 2# 24" stainless steel towel bars and brackets.<br><br>Floor Tiles<br>Provide CRS with samples of 18" x 18" ceramic floor tiles set in Thin-set cement mortar and finished with sanded grout. Level, make joints consistently 3/8" wide. | 1.00 | EA | 5,307.00 | 5,307.00 |
| **NSP0013** | **Insulation**<br>As per the Florida Building Code.<br><br>Ceiling to be minimum of R-30 and all exterior walls to be insulated as per FBC. | 1.00 | EA | 2,015.00 | 2,015.00 |
| **NSP0014** | **Internal Walls and Ceilings**<br>As per the Florida Building Code.<br><br>FRAMING<br>- Supply and install 3 5/8 "wide galv. metal stud framing @ 16" o/c as per Arch/Engineer's specifications. Framing members must be fixed securely to each other and to ceiling and floor, make ready to receive new sheetrock (measured separately). All exterior walls to have 1 x 2 pressure treated furring strip as per FBC. | 1.00 | EA | 9,122.00 | 9,122.00 |

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|---|---|---|---|---|---|
| Trade: 1 | **General Requirements** | | | | |
| | Sheetrock<br>Install new ½"th sheetrock boards on rigid galv. metal stud framing secured with carbon screws. Tape, plaster and sand to achieve a level smooth workmanlike finish ready to receive painting (measured separately). | | | | |
| | Water Resistant Sheetrock<br>Install new ½"th water resistant sheetrock boards on rigid galv. metal stud framing secured with carbon screws. Tape, plaster and sand to achieve a level, smooth, workmanlike finish ready to receive painting (measured separately) on wet walls of bathroom, Laundry and kitchen. | | | | |
| | Ceiling (Internal)<br>Supply and install new 5/8 drywall as per Arch/Engineer's specifications. Framing members must be fixed securely to each other and to wall framing, make ready to receive new sheetrock (measured separately). Ceiling shall be 5/8 drywall. | | | | |
| | Sheetrock:<br>Install new ½ th sheetrock boards on rigid galv. metal stud framing secured with carbon screws. Tape, plaster and sand to achieve a level smooth workmanlike finish ready to receive painting (measured separately). | | | | |
| | Baseboards:<br>- finished softwood baseboard secured to base of all walls except bathroom. All corner joints to be mitered. This work to be completed in a workmanlike manner. | | | | |
| NSP0015 | **Plumbing**<br>As per the Florida Building Code. | 1.00 | EA | 4,280.00 | 4,280.00 |
| | Water Supply:<br>Supply, all valves, (lock-offs, non-return, plumbing fixture shut-off valves etc.) accessories and cold water service to all plumbing fixtures including water heater, washing machine, kitchen sink, bathroom lavatory sink, bathtub, water closet and kitchen sink. Provide all piping, valves, accessories and hot water service from water heater to washing machine, kitchen sink, bathroom lavatory and bathtub. Provide separate meter for irrigation system. | | | | |
| | Drainage<br>Supply and install new drainage system from all plumbing fixtures including kitchen sink, bathroom sink, bathtub, water closet and laundry sink/washing machine. Complete with all vents, PVC piping including joints and accessories to conform to all current Federal State and Local regulations. | | | | |
| | Sewer<br>Supply, excavate for and install new sanitary sewer system including PVC piping and accessories from house to Sewer line as per Florida building Code and Broward County Health Dept. Backfill, compact and level. | | | | |

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|---|---|---|---|---|---|
| Trade: 1 | **General Requirements** | | | | |
| | CONTRACTOR TO INCLUDE IN THIS LINE ITEM FOR:<br>- New SHOWER PAN. Shower pan to be pre-pitched ¼" "per foot for drainage. Shower pan to be installed with all the necessary fittings to ensure proper installation as per F.B.C.<br>Contractor will be responsible for all water fees during the construction phase... | | | | |
| NSP0016 | **Plumbing Fixtures**<br>As per the Florida Building Code<br><br>Laundry<br>Provide and install new ENERGY STAR-EFFICIENT tank less water heater, Washer and Dryer.. Provide and install a new 4" dia duct to exterior including vent cap for clothes dryer vent.<br><br>Bathroom<br>Supply and install new American Standard or equal white two-piece china clay 17" toilet including hard plastic seat. Install with accessories including wax seal PVC flex tubing. Level and secure to floor.<br><br>Supply and install new white 60"x 30" reinforced acrylic bathtub with integral apron. Install with all accessories including drain and trim. Level, align with walls and floor and caulk.<br><br>Supply and install chrome plated lever type tub/shower faucet set and trims with hot and cold mixing valve assembly including shower head, tub spout, diverter, pressure balanced valves and valve handles, escutcheon and integral pop-up drain assembly.<br><br>Supply and install chrome plated lever type lavatory sink faucet set and trims with hot and cold mixing valve assembly including trims, valve handles, escutcheon and. integral pop-up drain assembly.<br><br>Provide two grab bars in bathrooms. Grab bars shall be 18-gauge stainless steel 1-1/4 inch outside diameter with brushed finish. All installations are to be capable of withstanding the stress and weight of a handicapped person and must be designed for the worst case.<br><br>Supply and install new 110v ceiling exhaust fan and duct thru external wall/roof Fan must be operated simultaneously with lamp switch.<br><br>Kitchen<br>Supply and install new 22" x 32" x 7" deep 18 gauge stainless steel double Level and secure to counter top and caulk perimeter of sink.<br><br>Supply and install new chrome plated goose neck Delta, or equal, kitchen faucet with ceramic washers and lever handles. Including drain and basket, escutcheon trims and spray. Connect to hot and cold water supply. | 1.00 | EA | 2,602.00 | 2,602.00 |
| NSP0017 | **Air Conditioning**<br>As per the Florida Building Code Install a new central electric | 1.00 | EA | 4,673.00 | 4,673.00 |

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|---|---|---|---|---|---|
| Trade: 1 | **General Requirements** | | | | |
| | heating and air conditioning unit as per the Florida Building Code and Florida Energy Code. Seasonal Star Energy Efficiency Rating (SEER) of HVAC units to be a minimum of 15 SEER.. Install ducts and registers to all habitable rooms including centrally placed return duct and digital thermostat. See Arch/Eng drawings for location and specifications of air handling and a/c units, and concrete pad for same<br><br>Pease include in this line item for new Cage for A/C Condenser. Allowance of $500.00 | | | | |
| NSP0018 | **Electrical**<br>As per the Florida Building Code.<br><br>Provide and supply all tasks, supervision, labor, permits and inspections necessary to cause and procure electrical service to the dwelling as per current Federal, State and Local electrical codes and standards. Including connection to public service facilities, meter, main circuit breakers and distribution panel boards, all cables, wires, conduits and accessories to furnish electricity to all electrically actuated devices, fixtures, fittings and equipment. Including all convenience outlets, switches, lamps, fans, water heater, range Refrigerator, microwave oven, exhaust hood, washing machine and dryer, smoke and carbon monoxide detectors, Central air units, chimes and exhaust fans.<br>Bathroom light fixture: 24" vanity bath bar by Hampton or equal.<br>Exterior light fixtures: Coach Lantern by Hampton Bay or equal.<br>Hall light fixtures: 8"<br>Mushroom ceiling fixture by Hampton Bay or equal.<br>Ceiling Fans: 52" Grayton Ceiling Fan w/ Light Kit by Hampton Bay or equal.<br>Ceiling fans to be installed in all bedrooms and living area.<br>Kitchen light fixture: 15" Flush mount Fixture by Hampton Bay or equal.<br>Supply proper light bulbs with each light fixture provided. (ALL LIGHT FIXTURE, CEILING FANS AND LIGHT BULBS MUST BE ENERGY STAR EFFICIENT RATED) | 1.00 | EA | 4,980.00 | 4,980.00 |
| NSP0019 | **Telephone**<br>Wire house for telephone service. Every room to have at least one phone jack. All wiring, connections and jacks shall be in compliance with the Southern Bell Technical Standards for interior wiring. | 1.00 | EA | 390.00 | 390.00 |
| NSP0020 | **Appliances**<br>- Provide and Install a white STAR ENERGY EFFICIENT RATED 30" Glass Top Electric Range with Oven, clock timer and oven window.<br>- Provide and Install matching STAR ENERGY EFFICIENT RATED microwave over range and new star energy DISHWASHER.<br>- Provide and Install a new white STAR ENERGY EFFICIENT RATED 18 cubic foot frost free refrigerator/ freezer with adjustable shelves and ice maker. | 1.00 | EA | 2,061.00 | 2,061.00 |
| NSP0026 | **Driveway and Sidewalk**<br>- Contractor to supply materials an labor for the removal of | 1.00 | EA | 3,160.00 | 3,160.00 |

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|---|---|---|---|---|---|
| **ade: 1** | **General Requirements** | | | | |
| | existing Driveway and Walkway<br>- Contractor to provide material and labor for the new driveway and swale approach and any sidewalk work needed for this project.<br><br>ALL WORK TO COMPLY WITH ALL CITY AND STATE REQUIREMENTS... | | | | |
| **NSPCB01** | **Sealed Architectural Drawings**<br>Contractor shall secure a sealed set of completed Architectural working drawings. Drawings shall include all plans, elevations (kitchens and bath), Sections (doors and windows), details, room schedule, landscaping and notes necessary to obtain permits from the City's building department. Architectural drawings shall be submitted to OHUI for program review prior to submission to building department for permit consideration. Drawings shall then be submitted to City of Pompano Beach's Building Department for plan review and permitting process. Make sure to use cover letter from OHUI to ensure quick turn around time. Contractor shall provide approved shop drawings (trusses, windows, doors, etc...)<br><br>All Engineering Inspection<br>Once drawings are approved by Building and Zoning, a copy of the final set of permitted drawings shall be given to OHUI prior to any commencement of construction. The City shall furnish contractor a current sealed survey. The Contractor shall provide all other necessary surveys as may be required to obtain building permits, to undertake construction, inspections and final inspection for Certificate of Occupancy | 1.00 | EA | 3,275.00 | 3,275.00 |
| **NSPCB06** | **Stucco Finish**<br>As per the Florida Building Code.<br><br>Blockwall<br>Apply cement and sand mix, as per Arch specifications, in two coats to all external face of blockwall, beams and columns.<br><br>Porch ceiling<br>Supply and install treated wood furring strips @ 16" o/c as ceiling bed as per Arch/Engineer's specifications. Framing members must be fixed securely to roof truss and to tie beam. Install wire lath over building paper as per Florida Building Code, and fix to ceiling bed. Apply cement and sand stucco mix, as per Arch specifications, in two coats to ceiling<br><br>Roof Soffit<br>Install wire lath over building paper as per Florida Building Code, and fix to rafter overhang. Apply cement and sand stucco mix, as per Arch specifications, in two coats to soffit. | 1.00 | EA | 3,670.00 | 3,670.00 |
| **NSPCB10** | **Cabinets**<br>Kitchen Base Cabinets<br>Supply and install new ¼th plywood framed oak front finished base cabinets with shelves. Include for hinges, pull knobs, catches, drawer tracks and guides. Level and secure to walls. Dimensions 24"dp x 34 1/2" high. | 1.00 | EA | 4,011.00 | 4,011.00 |

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|---|---|---|---|---|---|
| Trade: 1 | **General Requirements** | | | | |
| | Countertop<br>Complete installation with shop formed 3/4"th plywood base postformed plastic laminate as countertop complete with continuous integral 4" backsplash and cut-out for sink (measured separately). | | | | |
| | Kitchen Wall Cabinets<br>Supply and install new oak front finished wall cabinets and shelves. Include all necessary hardware, trim pieces and pull knobs. Dim. 12"dp x 30" high | | | | |
| | Bathroom Vanity Cabinet<br>Supply and install new ½th plywood framed oak front finished or equal base cabinet with shelves. Include for hinges, pull knobs, catches, drawer tracks and guides. Dimensions 21"dp x 291/2"high Complete with acrylic countertop with integral sink/bowl and faucet holes at 4" Centers. Level and secure to walls. | | | | |
| | Medicine Cabinet<br>Supply and install new 16" x 22" recessed metal box medicine cabinet complete with stainless steel framed mirror. Level and secure in wall | | | | |
| NSPCB20 | **Painting**<br>All surfaces to receive paint shall be properly prepared to assure good adhesion for a first class application. Surfaces shall be free of wax, oil, greases or mildew. OHUI will provide color selection to contractor for exterior and interior paint. Interior wall paint shall be flat and interior trim shall be white/semi gloss. Prior to purchase of all paint, contractor shall submit to OHUI the manufacturer and specification sheet of all proposed paint to be applied. In addition, C.D. inspection is required of all surfaces prior to the application of each new coat. Primer coat may be spray painted; however all other coats must be applied with brush and/or roller. | 1.00 | EA | 3,130.00 | 3,130.00 |
| | Paint complete exterior as follows:<br>Stucco<br>1st coat: Masonry conditioner/ sealer<br>2nd & 3rd coats: Premium acrylic latex; flat finish.<br>New wood<br>1st coat: exterior wood primer<br>2nd & 3rd coats: Premium acrylic latex; semi gloss finish.<br>Galvanized Metal<br>New-galvanized metal to be washed with vinegar.<br>1st & 2nd coats: Premium acrylic latex; semi gloss finish. | | | | |
| | Paint complete interior as follows:<br>Wood trim and doors<br>1st coat: Acrylic latex base Primer<br>2nd & 3rd coats: Premium acrylic latex; semi gloss finish.<br>Sheetrock<br>1st coat: acrylic primer<br>2nd & 3rd coats: Premium acrylic latex; flat finish. | | | | |

Location: 1 General Requirements  Approx Wall SF: 0  Ceiling/Floor SF: 0

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|---|---|---|---|---|---|
| **Trade: 15** | **Roofing** | | | | |
| **4760** | **SOFFIT & VENTS**<br>Install 1/4" plywood soffit with vents as per the FBC; calked, primed and ready for paint. | 1.00 | EA | Included | Included |
| **Trade: 1000** | **Specialties (CSI)** | | | | |
| **Custom** | **Special Fees**<br>CONTRACTOR to include in this line item for all or any fees related to deposit connection for water meter (monthly bills) and electric service through out the construction phase. | 1.00 | EA | 600.00 | 600.00 |

**Bidder:** Kenny Davis Contracting, LLC  **Location Total:** $67,433.00

Ken Lm. Davis
8-13-15

**Unit Total for 271 NE 23rd Court, Unit Holloway, Dennis:** $67,433.00

**Address Grand Total for 271 NE 23rd Court:** $67,433.00

Meeting Date: October 27, 2015 Agenda Item 8

REQUESTED COMMISSION ACTION:

| X | Consent | | Ordinance | X | Resolution | | Consideration/ Discussion | | Presentation |
|---|---|---|---|---|---|---|---|---|---|

SHORT TITLE

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, SUPPORTING THE BROWARD METROPOLITAN ORGANIZATION'S 2017-2019 MOBILITY PROJECTS PLAN FOR THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

## Summary of Purpose and Why:

Broward Metropolitan Planning Organization (MPO) has six "Mobility" projects planned for Pompano Beach. Mobility projects are bicycle and pedestrian facilities funded by the MPO that seek to complement the goals and vision of the MPO's Complete Streets initiative. They are programmed for design and construction between 2017 through 2019. In order to establish community support for the projects, the City hosted an Open House on July 16, 2015 at the Emma Lou Olson Civic Center. Administrative Memo #15-514 provides additional details regarding the six Mobility projects as well as the outcome of the Open House. Staff recommends the City Commission adopt a resolution showing support for all six Mobility projects. Should the City adopt the resolution, the MPO will prepare design drawings which will then be reviewed with the City.

(1) Origin of request for this action: Development Services Dept.
(2) Primary staff contact: Robin M. Bird/ Karen Friedman Ext. 7792
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Dev. Services | 09/17/2015 | Approval | Memo #15-514 |
| City Attorney | 09/02/2015 | Approval | Memo #2015-1549 |
| X City Manager | | | |

| Ordinance Workshop | Resolution | Consideration | |
|---|---|---|---|
| 1st Reading | 1st Reading | Results: | Results: |
| 2nd Reading | | | |

**City Attorney's Communication #2015-1549**
September 2, 2015

**TO:** Karen Friedman, AICP, Principal Planner

**FROM:** Mark E. Berman, City Attorney

**RE:** Resolution – Broward MPO 2017-2019 Mobility Projects

As requested in your memorandum of August 31, 2015, Department of Development Services Memorandum No. 15-457, the following form of Resolutiom, relative to the above-referenced matter, has been prepared and is attached:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, SUPPORTING THE BROWARD METROPOLITAN PLANNING ORGANIZATION'S 2017-2019 MOBILITY PROJECTS PLAN FOR THE CITY; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

MARK E. BERMAN

/jrm
l:cor/dev-srv/2015-1549

Attachment

**RESOLUTION NO. 2016- _____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, SUPPORTING THE BROWARD METROPOLITAN PLANNING ORGANIZATION'S 2017-2019 MOBILITY PROJECTS PLAN FOR THE CITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the Broward Metropolitan Planning Organization (MPO) 2017-2019 Complete Streets initiative has identified mobility projects, six of which are fully or partially within the City of Pompano Beach; and

**WHEREAS,** the City Commission believes the proposed projects are in the best interest of the citizens of Pompano Beach; now, therefore,

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That the City of Pompano Beach supports and endorses the six mobility projects fully or partially within the City of Pompano Beach, as is more fully set forth in Exhibit "A" attached hereto and made a part of this Resolution.

**SECTION 2.** The City Clerk is hereby directed to transmit copies of this Resolution to the Broward MPO.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____ day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

MEB/jrm
9/2/15
l:reso/2015-485

# EXHIBIT A

1. NE 48th /49th St (Dixie Highway to US1)
    - New Bicycle Lane on north side
    - New Bicycle Lane on south side

2. NE 5th Ave (NE10th Street to Copans Road)
    - Widening Bicycle Path

3. NE 10th St (NE 5th Ave to US1)
    - Widening Bicycle Path on north side
    - New Bicycle Path on south side

4. NE 11th Ave (Atlantic Blvd to NE 10th Street)
    - New Sidewalk on east side
    - Complete Sidewalk on west side

5. NE 4th St (NE 11th Ave to US1)
    - New Sidewalk on south side

6. SE 2nd St (NE 11th Ave to US 1)
    - New Sidewalk on north side
    - New Sidewalk on south side

pompano beach
Florida's Warmest Welcome

# MEMORANDUM

## Development Services

**ADMINISTRATIVE REPORT NO. 15-514**

**DATE:** September 17, 2015

**TO:** Robin M Bird, Development Services Director

**FROM:** Karen Friedman, AICP, Principal Planner KBF

**RE:** Broward MPO 2017-2019 Mobility Projects

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Please find attached a detailed report of the six proposed projects, as well as the outcome of the Open House meeting.

G:\Planning\STREETS Planning\MPO Mobility Projects\2017-2019 Projects\Memo_RB.docx

# Broward County Metropolitan Planning Organization's 2017-2019 Proposed Sidewalk/Bicycle Improvements

City Commission

October 13, 2015

Karen Friedman, AICP, Principal Planner

# Contents

- 2017/2019 Mobility Projects Information
- List of Projects
- Pictorial Review of proposed project locations
- Information from Citywide Parks Master Plan
- Information from City's Complete Streets Design Manual
- Outreach Meeting Invitation
- Outreach Meeting Sign-In Sheet
- Comments received at Outreach Meeting
- Comments received via email

# 2017 / 2019 Mobility Projects Information

- Projects are all identified in the Broward County Long Range Transportation Plan
- Fully funded by the Broward County MPO
- Project Design Dates
  - Start as early as July 2016
  - Start as late as June 2017
- Project Construction
  - Start as early as July 2018*
  - Start as late as June 2019*
  - Due to the recent repaving of NE 48th / 49th Street, MPO would extend the construction date for that project to start as early as July 2019 and as late as June 2020

# List of Projects

- NE 48th /49th St (Dixie Highway to US1)
  - New Bicycle Lanes on north side
  - New Bicycle Lanes on south side
- NE 5th Ave (NE10th Street to Copans Road)
  - Widening Bicycle Path
- NE 10th St (NE 5th Ave to US1)
  - Widening Bicycle Path on north side
  - New Bicycle Path on south side
- NE 11th Ave (Atlantic Blvd to NE 10th Street)
  - New Sidewalk on east side
  - Complete Sidewalk on west side
- NE 4th St (NE 11th Ave to US1)
  - New Sidewalk on south side
- SE 2nd St (NE 11th Ave to US 1)
  - New Sidewalk on north side
  - New Sidewalk on south side

# Pictorial Review of Proposed Projects

# NE 48th /49th St (Dixie Highway to US1)

## New bicycle lanes on North and South side

***Comment:*** In order to build a five foot wide bike lane on both sides of the street, the project includes narrowing the existing lanes from 12 feet wide to 10 feet wide, and increasing the paved right of way three feet on both sides.

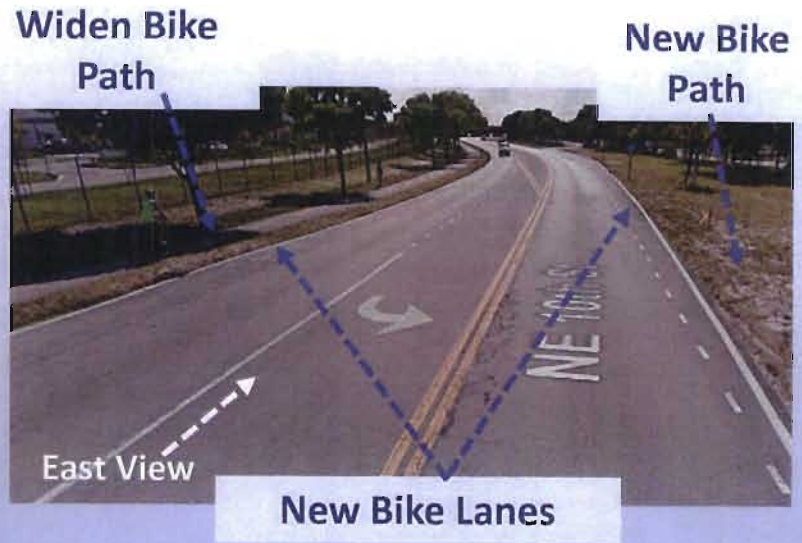
# NE 5th Ave (NE10th Street to Copans Road)

## Widening bicycle path

***Comment:*** The scope for this project includes widening the existing multipurpose path to 12 ft.

# NE 10th St (NE 5th Ave to US1)

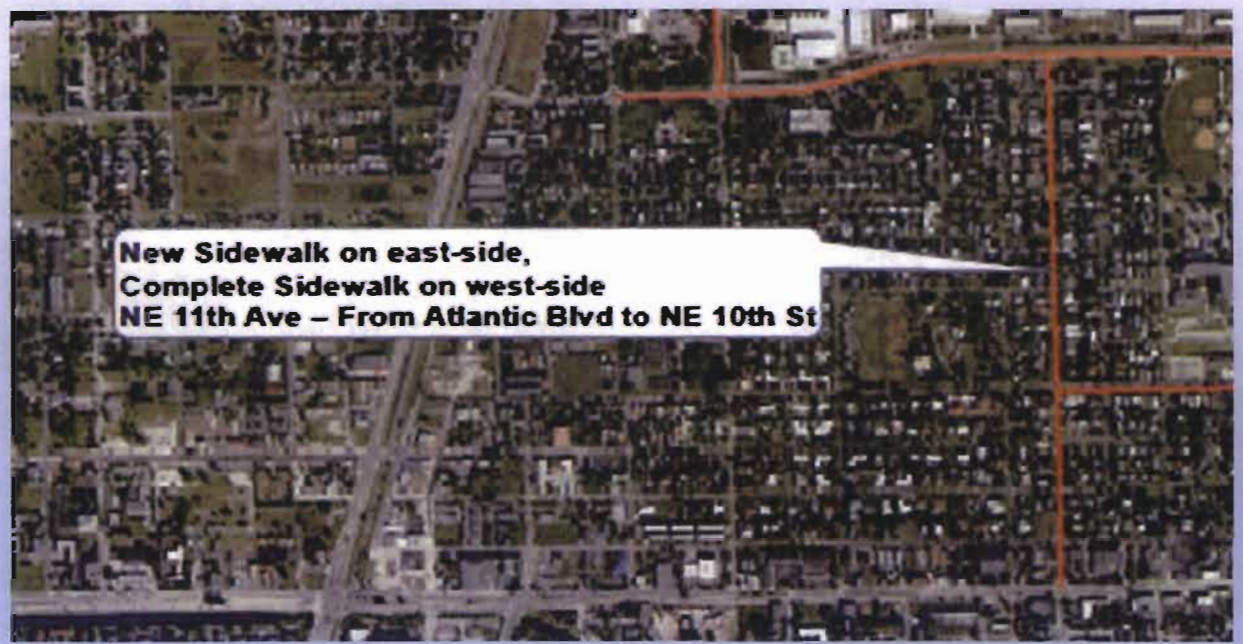
## Widening bicycle path on North side and new bicycle path on South side




***Comment:*** The scope for this project includes widening the existing multipurpose path (on north side) to 12 ft, creating a new multi-purpose path on south side of road, and widening road 2 feet on each side to accommodate 5 ft on-street bike lanes on both sides.

# NE 11th Ave (Atlantic Blvd to NE 10th Street)

## New sidewalk on East side and complete sidewalk on West side

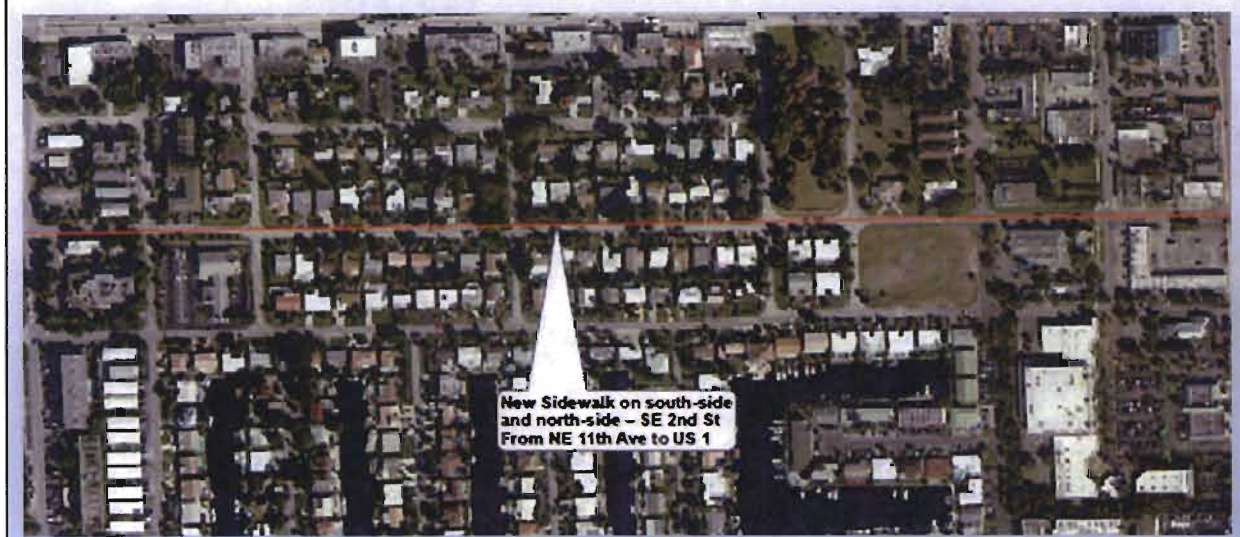


# NE 4th St (NE 11th Ave to US1)

## New sidewalk on South side

# SE 2nd St (NE 11th Ave to US 1)

## New sidewalk on North and South side



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# CITY WIDE PARKS MASTER PLAN

April 23, 2013

# NE 48th /49th St (Dixie Highway to US1)

## New bicycle lanes on North and South side

*Figure 13.E - North Pompano Bicycle Boulevard to Highlands Park*

*Comment* – The proposed bike lanes along NE 48th / 49th Street would be accessible from the planned "North Pompano Bicycle Boulevard to Highlands Park"

# NE 5th Ave (NE10th Street to Copans Road)

## Widening bicycle path

**13.6. POMPANO AIR PARK JOGGING AND BICYCLE TRAIL**

Few cities in South Florida possess a facility of the magnitude and central location as the Air Park Jogging and Bicycle Trail. Bordering the Pompano Beach Airport and the Municipal Golf Course the jogging and bicycle trail provide approximately 4.4 miles (7.1 Kilometers) of virtually uninterrupted bicycle and jogging lanes.

Cognizant of its importance the City of Pompano Beach has invested and is investing in providing a well surfaced path with attractive landscape and shade protection.

The proposed Bicycle Boulevard System established the Air Park Jogging and Bicycle Trail as the heart of the City's Bicycle system to where all Bicycle Boulevard Paths eventually lead. Also, because of its relative central location in the City of Pompano Beach, connecting all the Bicycle Boulevards to the Airpark as a destination and distribution hub makes sense.

During the final workshop it was expressed that the present trail is not wide enough to accommodate both pedestrian and bicycle traffic. It is recommended that the Air Park Jogging and Bicycle Trail be widened to ten (10) feet to allow adequate flow of both pedestrian and bicycle traffic.

***Comment:*** **Proposed MPO Project is consistent with the recommendations regarding the Pompano Air Park Jogging and Bicycle Trail**

# NE 10th St (NE 5th Ave to US1)

## Widening bicycle path on North side and new bicycle path on South side

*Figure 13.F - Central Area Bicycle Boulevard*

***Comment:*** **Proposed MPO Project is consistent with the "Central Area Bicycle Boulevard Plan"**

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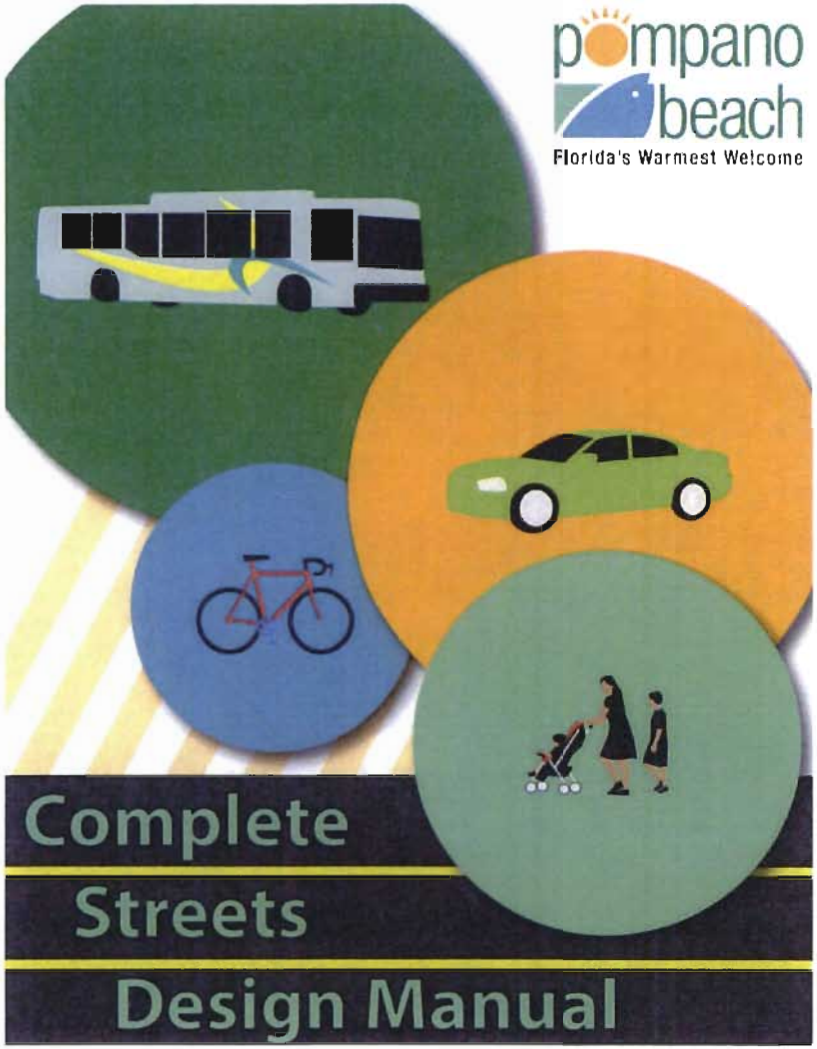

# Complete Streets Design Manual

## Community Building

Complete Streets play an important role in livable communities, where all people – regardless of age, ability or mode of transportation – feel safe and welcome on the roadways.

## Sustainability

Complete Streets address climate change and oil dependence by allowing people to make short trips throughout the day by walking or biking instead of utilizing the car. The Broward Metropolitan Planning Organization (MPO) 2035 *Long Range Transportation Plan* (LRTP) calls for a shift from investment in automobile-centric projects to transit and other modes that support transit. The 2001 National Household Transportation Survey found that 50% of all trips in metropolitan areas are three miles or less and 28% of all metropolitan trips are one mile or less – distances easy to walk, bike, or hop a bus or train. Yet 65% of the shortest trips are now made by automobile, in part because of incomplete streets that make it dangerous or unpleasant for other modes of travel. Complete Streets support the sustainable transportation vision established by the MPO and its constituencies and city neighbors.

## Public Health

Complete Streets encourage walking and bicycling for health by providing safe places to be active. The Centers for Disease Control (CDC) identified a strong correlation between the level of planning and investments in infrastructure and decreasing incidents of some of the most serious health concerns facing the United States, including heart disease, obesity, and diabetes. The National Institutes of Medicine recommends fighting childhood obesity by establishing ordinances to encourage construction of sidewalks, bikeways, and other places for physical activity.

***Comment:*** **The proposed sidewalks and bike lanes are consistent with the City's Complete Streets Design Manual as they promote different modes of transportation, allow short trips to be made via walking or biking, and promote physical activity.**

# Outreach Meeting Invitation

# PUBLIC INFORMATION OPEN HOUSE

## Broward County Metropolitan Planning Organization's 2017-2019 Proposed Sidewalk/Bicycle Improvements

**When:** Thursday, July 16, 2015
**Where:** Emma Lou Olson Civic Center – 1801 NE 6th Street
**Time:** 5:00 pm to 7:00 pm
**Description:** The City of Pompano Beach is hosting an open house to review and discuss Broward County Metropolitan Planning Organization's (MPO) proposed sidewalk and bike lane improvement projects in Pompano Beach. The projects will be will be funded by the MPO. The proposed projects will be designed and built between 2017-2019.

A map and description of the proposed projects is on the reverse side of this invitation.

If you have questions about this public information open house, or if you can not attend the public information open house and would like to make comments, please contact:
City of Pompano Beach
Development Services Department, Attn: Karen Friedman
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone number: 954-545-7792
Email: Karen.Friedman@copbfl.com

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# Outreach Meeting Sign-in Sheet

| | A | B | C |
|---|---|---|---|
| 1 | WELCOME! July 16, 2015 - MPO Mobility Project Outreach Meeting | | |
| 2 | | | |
| 3 | **Name** | **Address** | **Phone or E-mail** |
| 4 | Joseph & Delores Sipala | 500 NE 11th Ave | |
| 5 | Jennifer Gomez | 100 W Atlantic Blvd | jennifer.gomez@copbfl.com |
| 6 | Alex Barr | Briny Ave. | |
| 7 | Mark Beaudreau | COPB | mark.beaudreau@copbfl.com |
| 8 | Dennis Marshall | 1602 SE 2nd St | dapaan@bellsouth.net |
| 9 | Mary Vickery | 1629 SE 2 St | 954 296 9673 |
| 10 | Thomas W. Watt | 1436 S.E. 2nd St | 954-579-2764 |
| 11 | Mark Bejlovec | 1320 SE 2 St | 954-307-2644 |
| 12 | Ken Steel | 1805 NE 4 St | 954-895-0504 |
| 13 | | | kennsteel@att.net |
| 14 | Marie Mazzarino | 1516 SE 2 St | mjmazz98@att.net |
| 15 | Michael Murray | 1708 SE 2 St | msmurray4@bellsouth.net |
| 16 | Commissioner Dockswell | | |
| 17 | Buffy - MPO | | |
| 18 | Peter - MPO | | |
| 19 | Horacio Bazzano | 416 NE 11TH AVENUE. | HORACIOBAZZANO@YAHOO.COM. |
| 20 | Lilian Camelroy | 1625 SE 2 STREET | 954 781 3297 |
| 21 | Karla Barr | 111 Briny Ave | karla.barr1@gmail.com |
| 22 | Matt Edge | 100 W Atlantic Blvd | matthew.edge@copbfl.com |
| 23 | MICHAELA CURRIE | 1600 NE 4th ST | [illegible] |
| 24 | CHUCK MURRAY | 1704 SE 2 ST | gtmurray@aol.com |
| 25 | Donna Blackwell | 417 NE 11 Ave Pompano Bch | donna.blackwell@bellsouth.net |
| 26 | | | |

*Comment:* City Staff, MPO Staff, FDOT Staff, elected officials, and residents attended the meeting.

# Comments received at Outreach Meeting

Comments

48 49 ST.

No Comments were received

*Comment:* No comments were received at the meeting regarding NE 48th / 49th Street

Comments
SE 2nd Street

- Doesn't want sidewalks
- Prefer sidewalks on only one side
- Also want traffic calming - prefer traffic circles
- Concern over trees
- Good for children, walkers,
- Check area b/w ≈ 13th & 15th Ave & see if add'l dedications would be required to align the street
- Consider bike lane on one side & sidewalk on other
- Supportive of sidewalks
- Drainage issues on this roadway, possibly caused by resurfacing
- less grass/lawn maintenance
- Likes sidewalks - concern for trees

Note: HPO doesn't pay for relocation

*Comment:* Several abutting property owners attended the meeting. Property owners expressed concern over existing flooding issues and that they prefer the city to address flooding. Further they prefer city invest in traffic calming mechanisms.

Comments
Mid Section

Trees & sprinklers will be ripped out,
no parking, will park on sidewalk

THE WEST SIDE IS CLEAN WITH A PRESENT SIDEWAY
NO TREES NO GARDENS OR DRIVEWAYS HAS TO BE
MUTILATED FROM THE 10TH ST TO ATLANTIC.
THE NEW PROJECT WILL BE CHEAPER IF THE PROJECTED
CYCLE WAY IS BUILDED ON THE WEST SIDE OF 11TH
AVENUE - HORACIO BAZZANO 754-245-4600

NE 4 St → waste of Taxpayer dollars to duplicate side walk that is already complete on the north side of the street
2. Sidewalk on south side would cut yards in half & disrupt landscaping / parking and privacy of properties built in the 1950's & 1960s.
3 reduction of driveway length would force parking on swale in many cases
4. There has been no change in density of this area since the 50's & 60's. We don't have any need of this proposed side walk.

*Comment:* Several abutting property owners attended. Some were concerned about the sidewalk proposed for NE 11th Street. Also concern about the new sidewalk on NE 4th street was expressed.

# Comments received via E-mail

## Karen Friedman

**From:** Gutierrez Ricardo <GutierrezR@browardmpo.org>
**Sent:** Thursday, July 30, 2015 5:47 PM
**To:** Karen Friedman; Jackie Barrett
**Cc:** Gies Peter; Rex Hardin; FW_Rex Hardin
**Subject:** RE: MPO Proposed Sidewalk/Bicycle Improvements (SE 2nd Street)

Karen,

I am sorry for the late response. Our responses to questions below:

Ricardo

---

**From:** Karen Friedman [mailto:Karen.Friedman@copbfl.com]
**Sent:** Tuesday, July 28, 2015 9:57 AM
**To:** Jackie Barrett
**Cc:** Gutierrez Ricardo; Gies Peter; Rex Hardin; FW_Rex Hardin
**Subject:** RE: MPO Proposed Sidewalk/Bicycle Improvements (SE 2nd Street)

Jackie –

Thank you for your comments. A copy will be included in the back-up to the City Commission. I expect a Resolution to be on the Agenda in September. I have cc'd your Commissioner on this email.

As to your questions, I am forwarding this email to the MPO.

Ricardo / Peter – her questions are:

1) We have a paver driveway, we would prefer not to have effected by the installation of the sidewalks. Will it be? If yes, we would like to keep the extra paver that will be removed for future home projects.

*Typically the sidewalk will end at the edge of the paver driveway, thereby eliminating any major impacts to the driveway itself.. The sidewalk can be constructed across the paver driveway as well and the "extra" pavers can be left behind for the homeowner's use.*

2) How far in from the road will the sidewalks be? How wide will the sidewalks be? We would like to get an idea of how much land we will be losing.

*Sidewalks will be 5' wide and are usually placed 5' from the edge of the road.*

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Karen Friedman, AICP
*Principal Planner*
Karen.Friedman@copbfl.com
954.545.7792
pompanobeachfl.gov

**From:** Jackie Barrett [mailto:jackie.s.barrett@gmail.com]
**Sent:** Tuesday, July 28, 2015 9:46 AM
**To:** Karen Friedman <Karen.Friedman@copbfl.com>
**Subject:** MPO Proposed Sidewalk/Bicycle Improvements (SE 2nd Street)

Hello Ms. Friedman,
I'm a resident located in the zone the MPO is proposed to install sidewalks. My family and I live on SE 2nd Street. Unfortunately, I was unable to attend the scheduled July 16th Open House to participate in the review and discussion of the MPO's proposed sidewalk/bicycle improvements.

My husband and I were very excited to learn about the possibility of sidewalk installations in our neighborhood, specifically our street! With Southeast 2nd Street being a rather busy high traffic road with a large number of pedestrians by comparison to other side streets in the neighborhood, we believe that this will only add a sense of safety and curb appeal to our street.

However, if the installation does move forward we do have a few concerns we would like addressed.

1) We ave a paiver driveway, we would prefer not to have effected by the installation of the sidewalks. Will it be? If yes, we would like to keep the extra paver that will be removed for future home projects.

2) How far in from the road will the sidewalks be? How wide will the sidewalks be? We would like to get an idea of how much land we will be loosing.

Sincerely,
Jackie Barrett

## Karen Friedman

**From:** Gutierrez Ricardo <GutierrezR@browardmpo.org>
**Sent:** Thursday, July 16, 2015 1:11 PM
**To:** Karen Friedman; Gies Peter
**Cc:** Charlotte Burrie; Pompano Highlands; Barr, Alexander (Alexander.Barr@dot.state.fl.us); Sanders Buffy; 'Estrada, Alexander' (Alexander.Estrada@dot.state.fl.us)
**Subject:** RE: Meeting Thursday evening re ; 48th St.

Karen,

I apologize for the late response. At this point we do not have any formal plans for this project. The FDOT engineer, who made the initial assessment, will be at the meeting tonight to address questions. As per his Initial assessment, it is recommended that the travel lanes be narrowed to 10' and the roadway widened 3' into the swale in order to accommodate a 5' bike lane.

The general intent of tonight's meeting is to gather public feedback and determine if these projects can move forward into the design phase. Community input is a vital piece to determining if there are any major flaws with respect to the design and support for the project. Additionally, extensive public outreach is planned for projects that move into the design phase, when more detailed plans become available.

Thank you,

Ricardo

Ricardo S. Gutierrez

broward MPO
metropolitan planning organization

Trade Centre South
100 W. Cypress Creek Road, Suite 850
Fort Lauderdale, FL 33309
GutierrezR@browardmpo.org
(954) 876-0033 Office
(954) 876-0044 Direct
(954) 876-0062 Fax
For more information on activities and projects of the Broward MPO, please visit:
www.browardMPO.org
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**From:** Karen Friedman [mailto:Karen.Friedman@copbfl.com]
**Sent:** Tuesday, July 14, 2015 4:32 PM
**To:** Gies Peter; Gutierrez Ricardo
**Cc:** Charlotte Burrie; Pompano Highlands
**Subject:** RE: Meeting Thursday evening re ; 48th St.

Peter / Ricardo –

I received an email from a civic association which includes NE 48th / 49th Street. The request, which is included in the first email, is for any plans showing what the proposed bike lanes would look like.

Please advise what, if any, plans are available. Or if there is a similar bike lane's drawing you can share so that the property owners know what the bike lane might look like? Thank you.

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Karen Friedman, AICP
*Principal Planner*
Karen.Friedman@copbfl.com
954.545.7792
pompanobeachfl.gov

**From:** Karen Friedman
**Sent:** Tuesday, July 14, 2015 4:17 PM
**To:** 'Pompano Highlands'
**Cc:** Charlotte Burrie
**Subject:** RE: Meeting Thursday evening re ; 48th St.

Walter –

At this stage I do not believe MPO has the construction drawings. The purpose of this meeting is gauge if there is city support, and if yes, the MPO would proceed to the drawing stage. That being said, I will forward your email to the MPO to confirm what, if any, drawings they may have. I will cc you on the email.

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954.545.7792
pompanobeachfl.gov

**From:** Pompano Highlands [mailto:pbhighlands@gmail.com]
**Sent:** Tuesday, July 14, 2015 3:56 PM

**To:** Karen Friedman
**Cc:** Charlotte Burrie
**Subject:** Meeting Thursday evening re ; 48th St.

Hi Karen, Jeff will probably attend the meeting at the Emma Lou center on behalf of the Association.

Are there any plans available showing what these bike lanes the MPO wants will look like?

thanks

Walter Syrek

--

visit our new website: http://www.pbhighlands.org

## Karen Friedman

**From:** Gies Peter <GiesP@browardmpo.org>
**Sent:** Wednesday, June 17, 2015 4:43 PM
**To:** Gutierrez Ricardo; Karen Friedman
**Subject:** RE: Sprinkler costs for Mobility project

Karen,

With respect to sprinkler relocation – the S.E. 2nd Street project will be coming up for design in FY 2017, at which point we can request that the design plans include provisions to relocate sprinkler heads as appropriate. The key here is to make sure that when the plans go out to bid for construction they include these contingencies. This ensures that the contractor is held to this obligation.

We plan on making these types of plan comments a standard for all of our projects. We want to make sure that the projects that FDOT constructs for us do not negatively affect private property (within reason). Properly capping and relocating sprinkler is an item that should be part of the contractor's duties when the project moves to construction.

On a side note, you have been sending your emails to piesj@browardmpo.org (jeff Pies) who is an intern that is no longer with us. In the future, please use giesp@browardmpo.org to ensure that your emails make it to my inbox...

**Peter Gies**
Regional Transportation Planner

broward MPO
metropolitan planning organization

Trade Centre South
100 W. Cypress Creek Road, Suite 850
Fort Lauderdale, FL 33309
GiesP@browardmpo.org
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(954) 876-0062 Fax
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-------- Original message --------
From: Karen Friedman <Karen.Friedman@copbfl.com>
Date: 06/17/2015 3:32 PM (GMT-05:00)
To: Pies Jeff <PiesJ@browardmpo.org>, Gutierrez Ricardo <GutierrezR@browardmpo.org>
Subject: Sprinkler costs for Mobility project

I still owe a resident a response to this question - if his sprinkler must be moved, will he be responsible for the costs.

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Karen Friedman, AICP
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Karen.Friedman@copbfl.com
954.545.7792
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**From:** Karen Friedman
**Sent:** Thursday, June 11, 2015 1:31 PM
**To:** 'piesj@browardmpo.org'; 'gutierrezr@browardmpo.org'
**Subject:** FW: BCMPO 2017-2019 Proposed Sidewalk/Bicycle Improvements

Peter / Ricardo –

Please see the highlighted question below. Specifically the homeowner wants to know if his sprinkler must be moved, will he be responsible for the costs. Please advise.

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*Principal Planner*
Karen.Friedman@copbfl.com
954.545.7792
pompanobeachfl.gov

**From:** Joseph Scott [mailto:pompanojoe2@aol.com]
**Sent:** Wednesday, June 10, 2015 6:30 PM

**To:** Karen Friedman; Rex Hardin
**Subject:** BCMPO 2017-2019 Proposed Sidewalk/Bicycle Improvements

Hi Karen,

Thank you for the contact concerning the proposed sidewalks. I did include our commissioner in this correspondence. Mr Hardin has always been very helpful in the past and he may have some input about this matter.

We own the corner lot on SE 13th Ave. and 2nd Street so this initiative definitely would have a direct impact on us. Due to our particular professions at two local hospitals we can never be assured of leaving work at any given time during the week. I do hope you will accept this e-mail as if we were present at the meeting and allowed to express our views and opinions.

In general, we have no opposition to any improvements in our neighborhood. I have lived in Pompano Beach since 1957 and in this neighborhood since 1967. My wife Mary moved here in 1972 and her family, now me and Mary, are the original owners of this property. A home which is one of three that we own in a two block radius. Over the years, and up to about fifteen or so years ago when I finally gave up, our families have petitioned the city for improvements in the S.E. section. I have always found it to be very disconcerting to see all the money spent remodeling areas, roads like Harbor Drive off Atlantic Blvd., yet nothing has been done for this area other than the placement of annoying speed bumps which have proven useless towards deterring traffic or speeders. Especially when we have the same type of logistics as Harbor Drive.....expensive waterfront property bordered by dry lot single family homes. Having said that.....

Twenty years ago I was forty. I had a long time left before retirement and was physically fit enough to still be training in martial arts. Today is somewhat different. While I am grateful that the city/county is finally considering any type of improvement two important questions come to mind.

If my sprinkler system should have to be relocated closer to my house, a system which has been in place since the home was built, who would be responsible for the cost? I neither want to incur any more unnecessary costs 18 months from retirement, nor do I have the energy or time to go out and do the work myself.

Secondly.....and this may be an urban myth :).....I have read stories about homeowners being responsible for repairing and/or replacing cracked sidewalks owned by a city or county. This scenario is also a real concern for me considering the price concrete contractors charge. I have had to place curb stones along the south side perimeter of my yard to discourage parking. While I realize Pompano Beach or the County "owns" the swale that I am obligated to maintain, no one has never assisted us in replacing broken sprinkler heads and lines from cars illegally parking over the past 40+ years. All I can envision is even more parking when a sidewalk is placed and my curb stones removed. Which translates to cracked slabs.

If the answer to either or both of those questions means the homeowner will have to incur the costs I must state to you both, in no uncertain terms, we would be completely against any sidewalk or bike path adjacent to our property. In

addition, if homeowners are expected to cover these costs, you would be doing the local residents a great disservice by not explaining these facts in detail at the meeting.

I do appreciate your time and will patiently await your response.

Regards,

Joseph and Mary Scott

191 S.E. 13th Ave.

PB, FL. 33060

## Karen Friedman

**From:** Gutierrez Ricardo <GutierrezR@browardmpo.org>
**Sent:** Tuesday, June 9, 2015 1:22 PM
**To:** Karen Friedman
**Cc:** Daniel Yaffe; Gies Peter
**Subject:** RE: Open House Invitation - MPO Mobility Improvement Projects - July 16, 2015

Karen,

Please see our responses below. Current scope for NE 10th St calls for widening 2' in each side of the road to accommodate 5' on-street bike lanes in addition to 12' separated multi-purpose paths on both sides of the road. This scope was discussed and approved at the coordination meeting held here, at the Broward MPO offices on May 2, 2013.

Please let me know if you have any other questions or concrens.

Ricardo

**From:** Karen Friedman [mailto:Karen.Friedman@copbfl.com]
**Sent:** Monday, June 08, 2015 4:51 PM
**To:** Pies Jeff; Gutierrez Ricardo
**Cc:** Daniel Yaffe
**Subject:** RE: Open House Invitation - MPO Mobility Improvement Projects - July 16, 2015

Peter / Ricardo –

Please advise the following:

- the width of the proposed new bike lane on the south side of NE 10th Street? **5' bike lane.**
- The "Expanded" width of the expanded bike lane on the north side of NE 10th Street? **The path will be widen to 12'. Additionally a new 12' path will be constructed on the south side of NE 10 St.**
- The "Expanded" width of the bicycle path on NE 5th Ave? **The path will be widen to 12'.**

Also I have been asked if there are any plans in the MPO to:

- expand the remainder of the bike path to 10ft (the portion abutting Copans Rd and Federal Highway)? **This was discussed at our coordination meeting. The Broward MPO's LRTP did not identified a project in this section, therefore could not be included in the project.**
- improve the bike path along Harbor Drive between Atlantic Blvd and NE 14th Street. **The Broward MPO' LRTP did not identified a project at this location. However, this project could qualify for our new local funding program "Complete Streets and other Localized Initiative Program" which will be available later on this year.**

Please reply all. Thank you.

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**Karen Friedman, AICP**
*Principal Planner*
Karen.Friedman@copbfl.com
954.545.7792
pompanobeachfl.gov

**From:** Karen Friedman
**Sent:** Friday, June 5, 2015 9:30 AM
**To:** Lamar Fisher; Charlotte Burrie; Barry Dockswell; Rex Hardin; Ed Phillips; Barry Moss; 'CBurrieatty@aol.com'
**Cc:** Dennis Beach; Shelley Bartholomew; Robin Bird; Jennifer Gomez; piesj@browardmpo.org; 'gutierrezr@browardmpo.org'; Horacio Danovich; Alessandra Delfico; Greg Harrison; jdolan10@comcast.net; Mark Beaudreau; Robert McCaughan; Juan Ayala; Adriane Esteban
**Subject:** Open House Invitation - MPO Mobility Improvement Projects - July 16, 2015

Dear Mayor, Vice Mayor, and Commissioners,

You are cordially invited to an Open House hosted by the City and MPO at the Emma Lou Olson Civic Center on July 16, 2015 from 5:00 p.m. to 7:00 p.m.

- The purpose of the Open House is to obtain public comments for the MPO's 2017 – 2019 Mobility Improvement Projects within the City.
- A copy of the invitation to the Open House is attached.
- The invitation contains a map with the location and description of the MPO projects, which are all located between Dixie Highway and Federal Highway.
- The invitation is being mailed and/or emailed on Monday to stakeholders, including abutting property owners, affected HOA's, Parks and Recreation Advisory Board Members and contacts at local schools (due to the adjacency of some of the projects to Pompano Beach Elementary, Middle, and High School).
- In addition to city staff, MPO staff members will be in attendance at the Open House.

As you will see in the invitation, I am the contact for any questions /comments regarding the Open House and/or the MPO projects.

Therefore please contact me with any questions or comments.

Sincerely,

pompano beach
Florida's Warmest Welcome

Karen Friedman, AICP
*Principal Planner*
Karen.Friedman@copbfl.com
954.545.7792
pompanobeachfl.gov

## Karen Friedman

**From:** Gutierrez Ricardo <GutierrezR@browardmpo.org>
**Sent:** Tuesday, June 9, 2015 1:22 PM
**To:** Karen Friedman
**Cc:** Daniel Yaffe; Gies Peter
**Subject:** RE: Open House Invitation - MPO Mobility Improvement Projects - July 16, 2015

Karen,

Please see our responses below. Current scope for NE 10th St calls for widening 2' in each side of the road to accommodate 5' on-street bike lanes in addition to 12' separated multi-purpose paths on both sides of the road. This scope was discussed and approved at the coordination meeting held here, at the Broward MPO offices on May 2, 2013.

Please let me know if you have any other questions or concrens.

Ricardo

**From:** Karen Friedman [mailto:Karen.Friedman@copbfl.com]
**Sent:** Monday, June 08, 2015 4:51 PM
**To:** Pies Jeff; Gutierrez Ricardo
**Cc:** Daniel Yaffe
**Subject:** RE: Open House Invitation - MPO Mobility Improvement Projects - July 16, 2015

Peter / Ricardo –

Please advise the following:

- the width of the proposed new bike lane on the south side of NE 10th Street? **5' bike lane.**
- The "Expanded" width of the expanded bike lane on the north side of NE 10th Street? **The path will be widen to 12'. Additionally a new 12' path will be constructed on the south side of NE 10 St.**
- The "Expanded" width of the bicycle path on NE 5th Ave? **The path will be widen to 12'.**

Also I have been asked if there are any plans in the MPO to:

- expand the remainder of the bike path to 10ft (the portion abutting Copans Rd and Federal Highway)? **This was discussed at our coordination meeting. The Broward MPO's LRTP did not identified a project in this section, therefore could not be included in the project.**
- improve the bike path along Harbor Drive between Atlantic Blvd and NE 14th Street. **The Broward MPO' LRTP did not identified a project at this location. However, this project could qualify for our new local funding program "Complete Streets and other Localized Initiative Program" which will be available later on this year.**

Please reply all. Thank you.

pompano beach
Florida's Warmest Welcome

**Karen Friedman, AICP**
*Principal Planner*
Karen.Friedman@copbfl.com
954.545.7792
pompanobeachfl.gov

**From:** Karen Friedman
**Sent:** Friday, June 5, 2015 9:30 AM
**To:** Lamar Fisher; Charlotte Burrie; Barry Dockswell; Rex Hardin; Ed Phillips; Barry Moss; 'CBurrieatty@aol.com'
**Cc:** Dennis Beach; Shelley Bartholomew; Robin Bird; Jennifer Gomez; piesj@browardmpo.org; 'gutierrezr@browardmpo.org'; Horacio Danovich; Alessandra Delfico; Greg Harrison; jdolan10@comcast.net; Mark Beaudreau; Robert McCaughan; Juan Ayala; Adriane Esteban
**Subject:** Open House Invitation - MPO Mobility Improvement Projects - July 16, 2015

Dear Mayor, Vice Mayor, and Commissioners,

You are cordially invited to an Open House hosted by the City and MPO at the Emma Lou Olson Civic Center on July 16, 2015 from 5:00 p.m. to 7:00 p.m.

- The purpose of the Open House is to obtain public comments for the MPO's 2017 – 2019 Mobility Improvement Projects within the City.
- A copy of the invitation to the Open House is attached.
- The invitation contains a map with the location and description of the MPO projects, which are all located between Dixie Highway and Federal Highway.
- The invitation is being mailed and/or emailed on Monday to stakeholders, including abutting property owners, affected HOA's, Parks and Recreation Advisory Board Members and contacts at local schools (due to the adjacency of some of the projects to Pompano Beach Elementary, Middle, and High School).
- In addition to city staff, MPO staff members will be in attendance at the Open House.

As you will see in the invitation, I am the contact for any questions /comments regarding the Open House and/or the MPO projects.

Therefore please contact me with any questions or comments.

Sincerely,

pompano beach
Florida's Warmest Welcome

Karen Friedman, AICP
*Principal Planner*
Karen.Friedman@copbfl.com
954.545.7792
pompanobeachfl.gov

Meeting Date: 10/27/15 Agenda Item 9

REQUESTED COMMISSION ACTION:

X Consent ____ Ordinance ____ Resolution ____ Consideration/Discussion ____ Presentation

SHORT TITLE Approve ranking order for RLI L-40-15 Continuing Contract for Professional Engineering Services for Water and Reuse Treatment Plant Projects, and authorize staff to negotiate contracts with the six highest ranked firms: Carollo Engineers, Inc., Mathews Consulting, Inc., McCafferty Brinson Consulting, LLC, Globaltech, Inc., MWH Americas, Inc. and Tetra Tech, Inc. (No cost at this time.)

## Summary of Purpose and Why:

RLI L-40-15 was issued to obtain responses from professional firms to provide continuing services to the City for professional engineering services for those Water and Reuse Treatment Plant projects with a construction cost not exceeding $2 million, and for any study activity for which fees will not exceed $200,000. City Commission approval of the ranking order presented by the Selection/Evaluation Committee is requested, and authorization is requested for appropriate City staff to negotiate contracts with the six highest-ranked firms as detailed above.

(1) Origin of request for this action: Staff
(2) Primary staff contact: A. Randolph Brown, Utilities Director 954 786-7043
(3) Expiration of contract, if applicable: n/a
(4) Fiscal impact and source of funding: No cost at this time.

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Utilities | 10/15/15 | APPROVE | (P)ER FOR RANDY BROWN |
| General Services | 10/14/15 | APPROVE | |
| Finance | 10/15/15 | Approval | |
| Budget | 10/19/15 | Approve | Diamantis for Ernesto Reyes |

X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | Resolution | Consideration | Workshop |
|---|---|---|---|
| 1st Reading | 1st Reading | Results: | Results: |
| 2nd Reading | | | |

# MEMORANDUM

Purchasing #16-005
October 14, 2015

To: Dennis W. Beach, City Manager

Through: Otis J. Thomas, General Services Director OT

From: Cassandra LeMasurier, Purchasing Supervisor CL

Subject: Background for L-40-15, Continuing Contract for Professional Engineering Services for Water and Reuse Treatment Plant Projects

Contract Need/Background

Request for Letters of Interest (RLI) #L-40-15 was issued to select multiple firms to provide continuing professional services to the City for professional engineering services for Water and Reuse Treatment Plant Projects for which the construction cost will not exceed $2 million, and for any study activity for which fees will not exceed $200,000. John Sfiropoulos, City Engineer, provided the project scope of services.

Notice List

The notice list for this project was created by using companies suggested by the requesting department, companies that have responded to prior solicitations, companies that have requested their names be placed on the notice list, and companies from appropriate listings in other sources.

Number of firms submitting proposals 10

Advertising

The RLI was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. The RLI package was also posted on the City's web page for download by interested firms and sent to all registered bidders by email.

Selection/Evaluation Committee

Ten responses were received to the solicitation. The Selection/Evaluation Committee met on October 13 (in a public meeting) to review and evaluate the responses. All responses were reviewed, and the Committee ranked the firms. Copies of the minutes of the meeting, and the voting matrix and scoring sheets, are attached.

Market Research

The General Services conducted outreach to (10) ten local Pompano Beach Engineering firms to inform them of the solicitation.

Recommendation

The recommendation from the Selection/Evaluation Committee to the City Commission is to approve the ranking order, and authorize the City staff to negotiate contracts with the six-highest-ranked firms: Carollo Engineers, Inc., Mathews Consulting, Inc., McCafferty Brinson Consulting, LLC, Globaltech, Inc., MWH Americas, Inc. and Tetra Tech, Inc.

attachments
cc: file

**MINUTES**
**SELECTION / EVALUATION COMMITTEE**
**RLI #L-40-15**
**CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS**
**Public Works Administration Conference Room**
**3:02 p.m. 10/13/15**

The committee consisted of:

A. Randolph Brown, Utilities Director (Voting)
Phil Hyer, Utilities Treatment Plant Superintendent (Voting)
Maria Loucraft, Utilities Compliance and Efficiency Manager (Voting)
John Sfiropoulos, City Engineer (Voting)
Also in attendance: Cassie LeMasurier, Purchasing Supervisor

The meeting was held to evaluate the proposals received in response to the City's solicitation to establish contracts with multiple firms to provide consulting as needed. This meeting was posted as a "Public Meeting" both at City Hall and at the Purchasing Division office, and on the City's website. Ten firms submitted responses to the City's Request for Letters of Interest.

Randy Brown led the technical discussion. The Purchasing Supervisor reviewed evaluation procedures and distributed Conflict of Interest Statements for completion by all voting members. The Purchasing Supervisor distributed a spreadsheet indicating the points to be assigned for MBE participation.

Each Committee member had reviewed all of the responses in advance of the meeting.

The Committee discussed each of the proposals in alphabetical order, and scored the responses using voting forms containing the evaluation criteria published in the RLI, with the following results:

| | | |
|---|---|---|
| (1) | Carollo Engineers, Inc. | 360 |
| (2) | Mathews Consulting, Inc. | 350 |
| (3) | McCafferty Brinson Consulting, LLC | 340 |
| (4) | Globaltech, Inc. | 338 |
| (5) | MWH Americas, Inc. | 299 |
| (6) | Tetra Tech, Inc. | 287 |
| (7) | Kimley-Horn | 262 |
| (8) | A.D.A. Engineering, Inc. | 239 |
| (9) | Total Municipal Solutions, Inc. | 227 |
| (10) | Nino & Moreno, Inc. | 185 |

(As per the RLI terms and conditions, those firms that tied are arrayed based on the value of orders over the past five years, with those firms who have received less work arrayed higher than the other tied firm(s).)

A copy of the voting matrix is attached. The Committee decided oral presentations would not be required as the scoring results showed sufficient distinction between the responding firms. The Committee then discussed how many firms should be recommended for continuing contracts. The consensus of the Committee was that the top six scored firms would be recommended for

contracts, with work authorizations assigned as appropriate to each firm's skill set. An agenda item will be prepared to present the Committee's recommendation to the City Commission for their approval to negotiate contracts with the with the six highest-ranked firms as detailed above.

The Committee meeting adjourned at 4:15 p.m.

Analysis Comparison L-40-15 Continuing Contract for Engineering Services for Water and Reuse Treatment Plant Projects

| | Total Potential Points | A.D.A. Engineering, Inc. | Carollo Engineers, Inc. | Globaltech, Inc. | Kimley-Horn | Mathews Consulting, Inc. |
|---|---|---|---|---|---|---|
| **Committee Member** | Potential Points | | | | | |
| **A. Radolph Brown** | | | | | | |
| Prior Experience | 0-45 | 20 | 45 | 35 | 20 | 40 |
| Qualifications of Personnel | 0-35 | 20 | 35 | 30 | 25 | 30 |
| Proximity of the Nearest Office | 0-10 | 5 | 10 | 8 | 6 | 5 |
| Certified Minority Business Enterprise | 0-10 | 6 | 4 | 2 | 3 | 6 |
| | Total = | 51 | 94 | 75 | 54 | 81 |
| **Committee Member** | Potential Points | | | | | |
| **Phil Hyer** | | | | | | |
| Prior Experience | 0-45 | 25 | 45 | 45 | 35 | 45 |
| Qualifications of Personnel | 0-35 | 20 | 35 | 35 | 30 | 33 |
| Proximity of the Nearest Office | 0-10 | 6 | 6 | 10 | 6 | 6 |
| Certified Minority Business Enterprise | 0-10 | 6 | 4 | 2 | 3 | 6 |
| | Total = | 57 | 90 | 92 | 74 | 90 |
| **Committee Member** | Potential Points | | | | | |
| **Maria Loucraft** | | | | | | |
| Prior Experience | 0-45 | 25 | 42 | 45 | 22 | 45 |
| Qualifications of Personnel | 0-35 | 27 | 35 | 29 | 25 | 29 |
| Proximity of the Nearest Office | 0-10 | 8 | 8 | 7 | 8 | 7 |
| Certified Minority Business Enterprise | 0-10 | 6 | 4 | 2 | 3 | 6 |
| | Total = | 66 | 89 | 83 | 58 | 87 |
| **Committee Member** | Potential Points | | | | | |
| **John Sfiropoulos** | | | | | | |
| Prior Experience | 0-45 | 30 | 42 | 43 | 37 | 44 |
| Qualifications of Personnel | 0-35 | 20 | 32 | 34 | 27 | 34 |
| Proximity of the Nearest Office | 0-10 | 9 | 9 | 9 | 9 | 8 |
| Certified Minority Business Enterprise | 0-10 | 6 | 4 | 2 | 3 | 6 |
| | Total = | 65 | 87 | 88 | 76 | 92 |

| | Total Potential Points | McCafferty Brinson Consulting, LLC | MWH Americas, Inc. | Nino & Moreno, Inc. | Tetra Tech, Inc. | Total Municipal Solutions, Inc. |
|---|---|---|---|---|---|---|
| **Committee Member** | Potential Points | | | | | |
| **A. Radolph Brown** | | | | | | |
| Prior Experience | 0-45 | 37 | 30 | 15 | 30 | 15 |
| Qualifications of Personnel | 0-35 | 30 | 30 | 10 | 30 | 15 |
| Proximity of the Nearest Office | 0-10 | 6 | 5 | 3 | 6 | 4 |
| Certified Minority Business Enterprise | 0-10 | 8 | 3 | 0 | 1 | 6 |
| | Total = | 81 | 68 | 28 | 67 | 40 |
| **Committee Member** | Potential Points | | | | | |
| **Phil Hyer** | | | | | | |
| Prior Experience | 0-45 | 45 | 35 | 25 | 35 | 20 |
| Qualifications of Personnel | 0-35 | 30 | 35 | 20 | 30 | 15 |
| Proximity of the Nearest Office | 0-10 | 10 | 6 | 7 | 10 | 7 |
| Certified Minority Business Enterprise | 0-10 | 8 | 3 | 0 | 1 | 6 |
| | Total = | 93 | 79 | 52 | 76 | 48 |
| **Committee Member** | Potential Points | | | | | |
| **Maria Loucraft** | | | | | | |
| Prior Experience | 0-45 | 34 | 34 | 17 | 30 | 28 |
| Qualifications of Personnel | 0-35 | 33 | 26 | 23 | 34 | 27 |
| Proximity of the Nearest Office | 0-10 | 7 | 8 | 6 | 9 | 9 |
| Certified Minority Business Enterprise | 0-10 | 6 | 3 | 0 | 1 | 6 |
| | Total = | 80 | 71 | 46 | 74 | 70 |
| **Committee Member** | Potential Points | | | | | |
| **John Sfiropoulos** | | | | | | |
| Prior Experience | 0-45 | 40 | 40 | 30 | 35 | 32 |
| Qualifications of Personnel | 0-35 | 29 | 29 | 20 | 25 | 22 |
| Proximity of the Nearest Office | 0-10 | 9 | 9 | 9 | 9 | 9 |
| Certified Minority Business Enterprise | 0-10 | 8 | 3 | 0 | 1 | 6 |
| | Total = | 86 | 81 | 59 | 70 | 69 |

Analysis Comparison L-40-15 Continuing Contract for Engineering Services for Water and Reuse Treatment Plant Projects

| | Total Potential Points | A.D.A. Engineering, Inc. | Carollo Engineers, Inc. | Globaltech, Inc. | Kimley-Horn | Mathews Consulting, Inc. |
|---|---|---|---|---|---|---|
| **Committee Members (Average)** | Potential Points | | | | | |
| Prior Experience | 0-45 | 25 | 44 | 42 | 29 | 44 |
| Qualifications of Personnel | 0-35 | 22 | 34 | 32 | 27 | 32 |
| Proximity of the Nearest Office | 0-10 | 7 | 8 | 9 | 7 | 7 |
| Certified Minority Business Enterprise | 0-10 | 6 | 4 | 2 | 3 | 6 |
| | **Average Score =** | **60** | **90** | **85** | **66** | **88** |
| **Committee Members (Total)** | Potential Points | | | | | |
| Prior Experience | 0-180 | 100 | 174 | 168 | 114 | 174 |
| Qualifications of Personnel | 0-140 | 87 | 137 | 128 | 107 | 126 |
| Proximity of the Nearest Office | 0-40 | 28 | 33 | 34 | 29 | 26 |
| Certified Minority Business Enterprise | 0-40 | 24 | 16 | 8 | 12 | 24 |
| | **Grand Total=** | **239** | **360** | **338** | **262** | **350** |

Analysis Comparison L-40-15 Continuing Contract for Engineering Services for Water and Reuse Treatment Plant Projects

| | Total Potential Points | McCafferty Brinson Consulting, LLC | MWH Americas, Inc. | Nino & Moreno, Inc. | Tetra Tech, Inc. | Total Municipal Solutions, Inc. |
|---|---|---|---|---|---|---|
| **Committee Members (Average)** | Potential Points | | | | | |
| Prior Experience | 0-45 | 39 | 35 | 22 | 33 | 24 |
| Qualifications of Personnel | 0-35 | 31 | 30 | 18 | 30 | 20 |
| Proximity of the Nearest Office | 0-10 | 8 | 7 | 6 | 9 | 7 |
| Certified Minority Business Enterprise | 0-10 | 8 | 3 | 0 | 1 | 6 |
| | **Average Score =** | **85** | **75** | **46** | **72** | **57** |
| **Committee Members (Total)** | Potential Points | | | | | |
| Prior Experience | 0-180 | 156 | 139 | 87 | 130 | 95 |
| Qualifications of Personnel | 0-140 | 122 | 120 | 73 | 119 | 79 |
| Proximity of the Nearest Office | 0-40 | 32 | 28 | 25 | 34 | 29 |
| Certified Minority Business Enterprise | 0-40 | 30 | 12 | 0 | 4 | 24 |
| | **Grand Total=** | **340** | **299** | **185** | **287** | **227** |

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: A.D.A. Engineering

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 20 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 20 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points | 5 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 6 |
| | **TOTAL** | | 51 |

List the reasons for this evaluation (justify the rating/scoring):

Have not had any experience or knowledge of this firm, except for the Project Manager Mr. Rubio. Mr. Rubio is very thorough and professional No Litigation

Signature of Evaluator — Date: 10/13/15 — A. Randolph Brown (Printed Name)

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: Carollo Engineering

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 45 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 35 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points | 10 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 4 |
| | **TOTAL** | | 94 |

List the reasons for this evaluation (justify the rating/scoring):

Carollo is one of our best engineering consulting firms. They specialize in water, reuse and wastewater thus have a vast knowledge and nationwide network. We have worked with this firm in many of our organizations. This firm has done a very good job with previous projects. Good to see Chen and Gamboa as a sub-consultants. Seven cases of litigation in the past 5 years

Signature of Evaluator — Date: 10/13/15 — A. Randolph Brown (Printed Name)

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: Globaltech Inc

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 35 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 30 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points | 8 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 2 |
| | **TOTAL** | | 75 |

List the reasons for this evaluation (justify the rating/scoring):

The industry speaks highly of this firm. We have visited their projects and have worked with them in our organizations, Good to see good firms like McNabb and ADS Electrical as a sub-consultants, No litigation

Signature of Evaluator — Date: 10/13/15 — A. Randolph Brown (Printed Name)

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: Kimley Horn

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 20 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 25 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points | 6 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 3 |
| | **TOTAL** | | 54 |

List the reasons for this evaluation (justify the rating/scoring):

Limited experience with this firm some difficulties with the Western Wellfield development that Kimley Horn represents. Enjoy Mr. Potts's knowledge and professionalism, Nice select of Sub-contractors, Numerous litigation many safety related

Signature of Evaluator — Date: 10/13/15 — A. Randolph Brown (Printed Name)

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: Matthews Consulting Inc.

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 40 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 30 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points | 5 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 6 |
| | **TOTAL** | | 81 |

List the reasons for this evaluation (justify the rating/scoring):

We have had a very good working relationship with this firm. They have done a good job with our reuse and wastewater master plans along with our stormwater projects. No litigation

Signature of Evaluator — Date: 10/13/15 — A. Randolph Brown (Printed Name)

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: McCafferty Brinson Consulting

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 37 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 30 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points | 6 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 8 |
| | **TOTAL** | | 81 |

List the reasons for this evaluation (justify the rating/scoring):

We have had very good working relations with this firm for our reuse, water projects. This firm has done a very good job with previous projects. Good to see Hiller and Holtz as a sub-consultants, No litigation currently however they lost points since they failed to state if there has been any litigation in the last 5 years.

Signature of Evaluator — Date: 10/13/15 — A. Randolph Brown (Printed Name)

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: MWH

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 30 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 30 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points | 5 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 3 |
| | **TOTAL** | | 67 |

List the reasons for this evaluation (justify the rating/scoring):

In the past we have had good experiences with this firm, lately much of their staff is dedicated to Miami projects. Not as timely as they had been and they have experience staff turnover. We have worked with MWH in many of our organizations. Some litigation mostly on the west coast of the US

Signature of Evaluator  Date  A. Randolph Brown
Printed Name

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: Nino & Moreno, Inc.

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 15 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 10 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points | 3 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 0 |
| | **TOTAL** | | 28 |

List the reasons for this evaluation (justify the rating/scoring):

Have not had any experience or knowledge of this firm, very little treatment plant experience, No litigation

Signature of Evaluator — Date: 10/13/15 — Printed Name: A. Randolph Brown

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: TetraTech

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 30 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 30 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points | 6 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 1 |
| | **TOTAL** | | 67 |

List the reasons for this evaluation (justify the rating/scoring):

Major engineering firm with good experience and staff. We have worked with them in our organizations, Good to see Pace Analytical as a sub-consultant, Not mentioning their litigation cases hurt them in the ratings, it was not for their determine what was important, but ours.

Signature of Evaluator — Date: 10/13/15 — A. Randolph Brown (Printed Name)

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: TMS, Inc.

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 15 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 15 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points | 4 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 6 |
| | **TOTAL** | | 40 |

List the reasons for this evaluation (justify the rating/scoring):

Have not had any experience with this firm, Pleasant working relationship with Mr. Verma when he was with Coconut Creek, very professional, No litigation

Signature of Evaluator — 10/13/15 Date — A. Randolph Brown Printed Name

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: A.D.A. ENGINEERING, INC

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 25 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 20 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points | 6 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 6 |
| | **TOTAL** | | 57 |

List the reasons for this evaluation (justify the rating/scoring):

NO REUSE PLANT PROJECTS -
NOT MUCH TREATMENT PLANT WORK OTHER THAN MR RUBIO

Signature of Evaluator: [signature] Date: 10/13/15 Printed Name: PHIL HYER

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: CAROLLO ENGINEERS, INC.

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 45 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 35 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points | 6 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 4 |
| | **TOTAL** | | 90 |

List the reasons for this evaluation (justify the rating/scoring):

WELL VERSED IN TYPES OF PROJECTS OF SIMILAR NEEDS OF COPB - GOOD TRACK RECORD WITH COPB - GOOD SUBS - ESPECIALLY M. GAMBOA. HAS WORKED WELL W/ STAFF.

Signature of Evaluator: [signature] Date: 10/13/15 Printed Name: PHIL HYER

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: GLOBALTECH, INC.

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 45 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 35 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points | 10 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 2 |
| | **TOTAL** | | 92 |

List the reasons for this evaluation (justify the rating/scoring):

EXTENSIVE EXPERIENCE w/ SIMILIAR PROJECTS –
VAST ABILITIES AS FAR AS RESOURCES & EXPERIENCES
GOOD REFERENCES – FROM OTHER UTILITIES –

Signature of Evaluator: [signature] Date: 10/13/15 Printed Name: PHIL HYER

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: KIMLEY HORN

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 35 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 30 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points | 6 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 3 |
| | **TOTAL** | | 74 |

List the reasons for this evaluation (justify the rating/scoring):

DID WORK FOR GOODYEAR RUNWAY – MISSED ELECTRICAL WORK NEED IN WELL "VAULT
GOOD EXPERIENCE W/ J. POTTS – & MEMBRANE KNOWLEDGE.
OTHER THAN JOHN'S EXPERIENCE – MORE CIVIL TYPE OF WORK
A LOT OF LITIGATION –

Signature of Evaluator: [signature] Date: 10/13/15 Printed Name: PHIL HYER

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: MATTHEWS CONSULTING, INC

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 45 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 33 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points | 6 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 6 |
| | **TOTAL** | | 90 |

List the reasons for this evaluation (justify the rating/scoring):

DID EXCELLENT WORK ON REUSE MASTER PLAN
- GOOD PROPOSAL
- VAST EXPERIENCE IN ALL TYPES OF UTILITIES WORK
- GOOD FEEDBACK FROM OTHER UTILITIES
NO LITIGATION!

Signature of Evaluator: [signature] Date: 10/13/15 Printed Name: PHIL HYER

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: MC CAFFERTY BRINSON CONSULTING, LLC

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 45 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 30 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points | 10 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 8 |
| | **TOTAL** | | 93 |

List the reasons for this evaluation (justify the rating/scoring):

SMALL BUT VERY ACCESSABLE - OPEN MINDEDED - EASY TO TALK TO
HAS DONE WORK FOR US - GOOD REFERENCES FROM OTHER UTILITIES.
GOOD EXPERIENCE W/ OTHER TYPES OF PROJECTS - REUSE, WATER
DISTRIBUTION -

Signature of Evaluator: [signature] Date: 10/13/15 Printed Name: PHIL HYER

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: MWH AMERICAS, INC.

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 35 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 35 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points | 6 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 3 |
| | **TOTAL** | | 79 |

List the reasons for this evaluation (justify the rating/scoring):

MUCH KNOWLEDGE OF UTILITIES - LARGE COMPANY W/ RESOURCES AND TECHNICAL EXPERTISE -
HAS WORKED ON SEVERAL PROJECTS FOR THE CITY - SOME ISSUES BUT WORKED OUT IN THE END -
LITIGATION LISTED

Signature of Evaluator: [signature] Date: 10/13/15 Printed Name: PHIL HYER

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: NINO & MORENO, INC.

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 25 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 20 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points | 7 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 0 |
| | **TOTAL** | | 52 |

List the reasons for this evaluation (justify the rating/scoring):

LIMITED EXPERIENCE, IN DIFFERENT TYPES OF UTILITIES. PROJECTS SUCH AS TREATMENT PLANT REHAB – LISTED AECOM ON REFERENCE SHEET FOR WORK DONE FOR CITY OF DAVIE –

Signature of Evaluator: [signature] Date: 10/13/15 Printed Name: P AYER

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: TETRA TECH, INC.

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 35 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 30 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points | 10 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 1 |
| | **TOTAL** | | 76 |

List the reasons for this evaluation (justify the rating/scoring):

GOOD EXPERIENCE - GOOD TEAM MEMBERS - BUT NOT LOCAL
OTHER THAN D. MCNEVIN & J. KINSLOW - DO NOT KNOW OTHERS -
NO WORK FOR POMPANO
LITIGATION NOT SPECIFIED - WORDING -

Signature of Evaluator: [signature] Date: 10/13/15 Printed Name: PHIL HYER

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: TOTAL MUNICIPAL SOLUTIONS, INC.

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 20 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 15 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points | 7 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 6 |
| | **TOTAL** | | 48 |

List the reasons for this evaluation (justify the rating/scoring):

LIMITED # OF SIMILAR PROJECTS - OF SIZE & COMPLEXITY -
NO PROJECTS AS OF YET W/ CITY -
ONLY ~~ONE~~ TWO PE ON STAFF - (PRIME)
LIMITED RESOURCES

Signature of Evaluator: [signature] Date: 10/13/15 Printed Name: PHIL HYER

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: A.D.A. Engineering Inc.

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 25 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff 8+1<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff 8+1<br>(2) Education of staff<br>(3) Experience of staff on similar projects 178 | 0-35 points | 27 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location WPB (5)<br>b. Number of staff at the nearest office 129DA | 0-10 points | 8 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 6 |
| | **TOTAL** | | 66 |

List the reasons for this evaluation (justify the rating/scoring):
ADA has some experience with WTPs, but Water + Reuse task leader has no projects listed as WW or Reuse plant projects.

Signature of Evaluator: [signature] Date: 10-05-15 Printed Name: Maria Loucraft

10-13-15

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: Carollo

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm ✓<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 42 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff 8 + 6 = 14<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects 23 years | 0-35 points | 35 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points | 8 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 4 |
| | **TOTAL** | | 89 |

List the reasons for this evaluation (justify the rating/scoring):
Has diverse + usefull subs - such as electrical experts and wastewater experts. Have Reuse + WTP water quality + process experts. See experience with tackling new technologies, projects, regulatory + water quality and asset management. ✓

[signature] 10-05-15 Maria Loucraft
Signature of Evaluator Date Printed Name

10-12-15

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: Global Tech

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 45 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff: 512<br>(1) Number of licensed staff 7<br>(2) Education of staff<br>(3) Experience of staff on similar projects 140 yrs | 0-35 points | 29 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points | 7 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 2 |
| | **TOTAL** | | 83 |

List the reasons for this evaluation (justify the rating/scoring):

Have WTP & Reuse plant experience. Saw use of trenchbox ✓

Experience with Equipment at Reuse Facility ✓

Signature of Evaluator: [signature] Date: 10-05-15 Printed Name: Maria Loucraft

10-13-15

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: Kimley-Horn

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 22 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 25 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points | 8 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 3 |
| | **TOTAL** | | 58 |

Litigation 0

List the reasons for this evaluation (justify the rating/scoring):

Nice to have electrical sub and Water Quality experts. (Airport Cantiny inval)
Cartaya is listed as sub - they were architects/engineers on membrane building - no sprinklers for Fire.
"humans may not want to drink treated wastewater but in many respects it is beneficial for vegetation" - shows lack of scientific background and lack of understanding where water industry is right now.

10-05-15 Maria Lowcraft
10-13-15

Signature of Evaluator — Printed Name

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: Mathews Consulting

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 45 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff 6 + 2<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff 4<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 29 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location WPB<br>b. Number of staff at the nearest office | 0-10 points | 7 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 6 |
| | **TOTAL** | | 87 |

List the reasons for this evaluation (justify the rating/scoring):

Brought in an electrical sub ✓
Excellent work on Reuse & Wastewater Master plans ✓

Signature of Evaluator: [signature] Date: 10-05-15 Printed Name: Maria Loucraft

10-13-15

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: McCafferty Branson Consulting, LLC

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 34 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 33 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points | 2 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 6 |
| | **TOTAL** | | 80 |

List the reasons for this evaluation (justify the rating/scoring):
Did not answer litigation question properly - did not provide list. Gave 0 credit for this.

Signature of Evaluator: [signature] Date: 10-05-15 Printed Name: Maria Lowcraft

10-13-15

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: MWA

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 34 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff (Not avail for recent projects)<br>c. Qualifications of technical staff: (Sent inexperienced staff)<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 26 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location WPB<br>b. Number of staff at the nearest office 60 | 0-10 points | 8 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 3 |
| | **TOTAL** | | 71 |

List the reasons for this evaluation (justify the rating/scoring):
Does not have enough staff for current projects.

Signature of Evaluator: [signature] Date: 10-05-15 Printed Name: Maria Lowcraft

10-13-15

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: Nino & Moreno, Inc.

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) ✓ | 0-45 points | 17 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects 123 | 0-35 points | 23 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points | 6 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 0 |
| | **TOTAL** | | 46 |

List the reasons for this evaluation (justify the rating/scoring):
all WTP construction experience is found in one person and they are listed as consulting engineer. (aquatech)

10-13-15 Maria Loncraft

Signature of Evaluator Date Printed Name

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: Tetra Tech Inc

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 30 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects 109 | 0-35 points | 34 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location Ft. Lauderdale (6 Staff)<br>b. Number of staff at the nearest office 500 in FL & 6 in Ft. Lauderdale | 0-10 points | 9 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 1 |
| | **TOTAL** | | 74 |

List the reasons for this evaluation (justify the rating/scoring):
Litigation was not specified (list) & no credit provided.
Has no prior work with City.

10-13-15 Maria Lovcraft

Signature of Evaluator Date Printed Name

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: Total Municipal Solutions

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 28 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 27 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location Pompano Bch<br>b. Number of staff at the nearest office (3) | 0-10 points | 9 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 6 |
| | **TOTAL** | | 70 |

List the reasons for this evaluation (justify the rating/scoring):

Distribution projects

Signature of Evaluator: [signature] Date: 10-05-15 Printed Name: Maria Lowcraft

10-13-15

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: A.D.A.

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects SEE SECTION 4<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm ✓<br>d. Previous projects performed for the City (provide description) P.M. OSCAR RUBIO<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) NONE | 0-45 points | 30 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project ✓<br>b. Number of technical staff PRIME 3 B.S. / 1 M.S. / 4 P.E'S<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff 2-SUBS.<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 20 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location W.P.B.<br>b. Number of staff at the nearest office | 0-10 points | 9 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 6 |
| | **TOTAL** | | 65 |

List the reasons for this evaluation (justify the rating/scoring):

NO PREVIOUS PROJECTS PERFORMED WITH CITY. DID NOT ADEQUATELY HIGHLIGHT EXPERIENCE & SIMILAR TYPE PROJECTS. MEDIOCRE PROPOSAL.

Signature of Evaluator | Date 10/13/15 | JOHN SFAROPOULOS Printed Name

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: CAROLLO

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects NUMEROUS<br>b. Complexity of similar projects WATER & REUSE SPECIALISTS.<br>c. References from past projects performed by the firm ✓<br>d. Previous projects performed for the City (provide description) SEVERAL.<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) 7 | 0-45 points | 42 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project ✓<br>b. Number of technical staff<br>c. Qualifications of technical staff: 4-SUBS<br>(1) Number of licensed staff<br>(2) Education of staff EXTENSIVE RESOURCES.<br>(3) Experience of staff on similar projects | 0-35 points | 32 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location LAKE NORTH<br>b. Number of staff at the nearest office | 0-10 points | 9 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 4 |
| | **TOTAL** | | 87 |

List the reasons for this evaluation (justify the rating/scoring):

EXTENSIVE SIMILAR PROJECTS & QUALIFICATIONS. SEVERAL PREVIOUS PROJECTS PERFORMED FOR CITY.

Signature of Evaluator | Date 10/13/15 | Printed Name JOHN SPIROPOULOS

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: GLOBAL TECH

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points | 43<br>Extensive.<br>NONE |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 34<br>PE's, G.C's<br>MECHANICAL & PLUMBING CONTRACTORS.<br>6 - SUBS.<br>Utility & Excavation Contractors |
| 3 | Proximity of the nearest office to the project location:<br>a. Location BOCA RATON<br>b. Number of staff at the nearest office | 0-10 points | 9 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 2 |
| | **TOTAL** | | 88 |

List the reasons for this evaluation (justify the rating/scoring):

EXTENSIVE EXPERIENCE & QUALIFICATIONS. NO LITIGATION. SOLID & DIVERSE STAFF WITH PE's, MECHANICAL & PLUMBING CONTRACTORS, & UTILITY & EXCAVATION CONTRACTORS.

Signature of Evaluator | Date 10/13/15 | Printed Name JOHN SIFRAPOULOS

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: KIMLEY-HORN

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects Extensive<br>c. References from past projects performed by the firm ✓<br>d. Previous projects performed for the City (provide description) AIRPARK<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) 17 (73 offices in 22-states) | 0-45 points | 37 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project ✓ * John Potts<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff 8 - SUBS<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 27 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location DELRAY<br>b. Number of staff at the nearest office | 0-10 points | 9 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 3 |
| | **TOTAL** | | 76 |

List the reasons for this evaluation (justify the rating/scoring):

PRIOR EXPERIENCE WITH CITY LIMITED TO AIRPARK. NUMEROUS LITIGATION & SUBCONSULTANTS. EXTENSIVE QUALIFICATIONS & EXPERIENCE. JOHN POTTS IS EXCEPTIONAL TO WORK WITH & A LEADER IN THE INDUSTRY.

Signature of Evaluator: [signature] Date: 10/13/15 Printed Name: JOHN SFAROPOULOS

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: MATHEWS

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity: | 0-45 points | 44 |
| | a. Number of similar projects - NUMEROUS, | | |
| | b. Complexity of similar projects DIVERSE & EXTENSIVE | | |
| | c. References from past projects performed by the firm | | |
| | d. Previous projects performed for the City (provide description) GENERAL | | |
| | e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) NONE | | |
| | * EXCELLENT PROPOSAL → WATER & REUSE PROJECTS SEPARATED & STUDIES & REPORTS, ELECTRICAL & INST. | | |
| 2 | Qualifications of personnel including sub consultants: | 0-35 points | 34 |
| | a. Organizational chart for project ✓ | | |
| | b. Number of technical staff CONST. MANAGEMENT & VALVE ENG. | | |
| | c. Qualifications of technical staff: 2-SUBS | | |
| | (1) Number of licensed staff | | |
| | (2) Education of staff JASON PUGSLEY → EXCELLENT | | |
| | (3) Experience of staff on similar projects | | |
| | * MEDIAN SIZE FIRM | | |
| 3 | Proximity of the nearest office to the project location: | 0-10 points | 8 |
| | a. Location W.P.B. | | |
| | b. Number of staff at the nearest office | | |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 6 |
| | **TOTAL** | | 92 |

List the reasons for this evaluation (justify the rating/scoring):

NUMEROUS, DIVERSE & EXTENSIVE PROJECTS.
EXCELLENT & DETAILED PROPOSAL. NO LITIGATION
& PRIOR EXPERIENCE WITH THEM.

Signature of Evaluator | Date 10/13/15 | JOHN SFAROPOULOS Printed Name

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: Mc CAFFERTY BRINSON

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm ✓<br>d. Previous projects performed for the City (provide description) SEVERAL<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) NONE | 0-45 points | 40 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project ✓<br>b. Number of technical staff FRANK - VERY ACCESSIBLE<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff 5 - SUBS<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 29 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location ~~PARKLAND~~ FT. LAUDERDALE<br>b. Number of staff at the nearest office | 0-10 points | 9 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 8 |
| | **TOTAL** | | 86 |

List the reasons for this evaluation (justify the rating/scoring):

SEVERAL PROJECTS PERFORMED FOR CITY. FRANK BRINSON IS VERY KNOWLEDGEABLE & ACCESSIBLE. SIMILAR TYPE PROJECTS & EXCELLENT QUALIFICATIONS.

Signature of Evaluator | Date 10/13/15 | JOHN SFIROPOULOS Printed Name

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: MWH

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects EXTENSIVE<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description) SEVERAL<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) 8 | 0-45 points | 40 |
| | * MEDIOCRE PROPOSAL. | | |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project —<br>b. Number of technical staff EXTENSIVE<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 29 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location ~~[illegible]~~. W.P.B.<br>b. Number of staff at the nearest office | 0-10 points | 9 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 3 |
| | **TOTAL** | | 81 |

List the reasons for this evaluation (justify the rating/scoring):

SEVERAL PROJECTS PERFORMED FOR CITY. EXTENSIVE QUALIFICATIONS & EXPERIENCE.

Signature of Evaluator — Date: 10/13/15 — Printed Name: JOHN SAROPOULOS

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: NINO & MORENO

| | Criteria | Point Range | Score |
|---|---|---|---|
| | MEDIOCRE SUBMITTAL | | |
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects ? DID NOT HIGHLIGHT WTP & RWTP<br>b. Complexity of similar projects PROJECTS ~~AS OF THEM~~.<br>c. References from past projects performed by the firm ✓<br>d. Previous projects performed for the City (provide description) NONE<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) NONE | 0-45 points | 30 |
| 2 | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project PRIME<br>b. Number of technical staff 2 PE's / 1 B.S. / 1 M.S.<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff 2 - SUBS.<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 20 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location ~~DAVIE~~ PARKLAND<br>b. Number of staff at the nearest office # OF RESOURCES IN QUESTION | 0-10 points | 9 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 0 |
| | **TOTAL** | | 59 |

List the reasons for this evaluation (justify the rating/scoring):

NO PREVIOUS PROJECTS PERFORMED WITH CITY.
DID NOT ADEQUATELY HIGHLIGHT EXPERIENCE & QUALIFICATIONS FOR SIMILAR TYPE PROJECTS.
MEDIOCRE PROPOSAL.

Signature of Evaluator | 10/13/15 Date | JOHN SERAPOULOS Printed Name

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: ~~TOTAL MUNICIPAL SOLUTIONS~~ TETRA TECH

* NICE PROPOSAL

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity: | 0-45 points | 35 |
| | a. Number of similar projects EXTENSIVE | | |
| | b. Complexity of similar projects IS-CONTINUING SERVICE CONTRACTS | | |
| | c. References from past projects performed by the firm | | |
| | d. Previous projects performed for the City (provide description) | | |
| | e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) DID NOT LIST | | |
| 2 | Qualifications of personnel including sub consultants: | 0-35 points | 25 |
| | a. Organizational chart for project | | |
| | b. Number of technical staff PRIME (4 PE'S, 3 MS., 1 BS., 1 PHD) | | |
| | c. Qualifications of technical staff: SOLID TEAM (WATER SUPPLY, WATER TREATMENT, QA/QC, RECLAIMED, MODELING, GIS, ENV.) | | |
| | (1) Number of licensed staff * MOST IN ORLANDO | | |
| | (2) Education of staff | | |
| | (3) Experience of staff on similar projects 2-SUBS | | |
| 3 | Proximity of the nearest office to the project location: | 0-10 points | 9 |
| | a. Location ~~DAVIE~~ FT. LAUD. | | |
| | b. Number of staff at the nearest office 6 | | |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 1 |
| | **TOTAL** | | 70 |

List the reasons for this evaluation (justify the rating/scoring):

SOLID TEAM BUT RESOURCES IN QUESTION AS MOST IN ORLANDO. DID NOT LIST LITIGATION.

Signature of Evaluator | Date 10/13/15 | Printed Name JOHN SGARDOULOS

EVALUATION CRITERIA
RLI L-40-15 – CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

VENDOR NAME: ~~[illegible]~~ TOTAL MUNICIPAL SOLUTIONS.

| | Criteria | Point Range | Score |
|---|---|---|---|
| 1 | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects HEAVY IN REUSE & WW.<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm ✓<br>d. Previous projects performed for the City (provide description) ONLY SUBS (QUEST Eng & SURVEYING)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) NONE | 0-45 points | 32 |
| 2 | Qualifications of personnel including sub consultants:<br>✓a. Organizational chart for project 2 MS. (PRIME)<br>b. Number of technical staff 2 PE's (PRIME)<br>c. Qualifications of technical staff: SUBS: 3<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points | 22 |
| 3 | Proximity of the nearest office to the project location:<br>a. Location ~~[illegible]~~ DANIE<br>b. Number of staff at the nearest office RESOURCES IN QUESTION | 0-10 points | 9 |
| 4 | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points | 6 |
| | **TOTAL** | | 69 |

List the reasons for this evaluation (justify the rating/scoring):

PREVIOUS PROJECTS WITH CITY LIMITED TO SUBCONSULTANTS ONLY. NUMER OF RESOURCES IN QUESTION. DID NOT ADEQUATELY HIGHLIGHT WATER PROJECTS

Signature of Evaluator | Date 10/13/15 | Printed Name JOHN SFIRODOULOS

CITY OF POMPANO BEACH

RESPONSES

RLI L-40-15
CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS
09/23/2015

| Company Responding: | Address | City, State, Zip |
|---|---|---|
| A.D.A. Engineering, Inc. | 1800 Old Okeechobee Road, Suite 202 | West Palm Beach, FL 33409 |
| Carollo Engineers, Inc. | 9897 Lake Worth Road, Suite 302 | Lake Worth, FL 33467 |
| Globaltech, Inc. | 6001 Broken Sound Parkway NW, Suite 610 | Boca Raton, FL 33487 |
| Kimley-Horn | 1690 South Congress Avenue, Suite 100 | Delray Beach, 33445 |
| Mathews Consulting, Inc. | 477 South Rosemary Avenue, Suite 330 | West Palm Beach, FL 33401 |
| McCafferty Brinson Consulting, LLC | 633 South Andrews Avenue, Suite 402 | Fort Lauderdale, FL 33301 |
| MWH Americas, Inc. | 100 South Dixie Highway, Suite 300 | West Palm Beach, FL 33401 |
| Nino & Moreno, Inc. | 12225 NW 83rd Place | Parkland, FL 33076 |
| Tetra Tech, Inc. | 1401 East Broward Boulevard, Suite 302 | Fort Lauderdale, FL 33301 |
| Total Municipal Solutions, Inc. | 2901 West Abiaca Circle | Davie, FL 33328 |
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# CITY OF POMPANO BEACH
# REQUEST FOR LETTERS OF INTEREST
# L-40-15

## CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

**RLI OPENING: September 23, 2015, 2:00 P.M.**
**PURCHASING OFFICE**
**1190 N.E. 3RD AVENUE, BUILDING C (Front)**
**POMPANO BEACH, FLORIDA 33060**

August 20, 2015

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR LETTERS OF INTEREST (RLI)
L-40-15

CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites qualified engineering firms to submit Letters of Interest, qualifications and experience for consideration to provide Professional Engineering Consulting services to the City on a continuing as-needed basis.

The City will receive sealed proposals until **2:00 p.m. (local), September 23, 2015**, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

The City intends to issue multiple contracts to engineering firms to provide continuing professional services to the City for various Water and Reuse Treatment Plant projects. Professional services under this contract will be restricted to those required for any project for which construction costs will not exceed $2 million, and for any study activity for which fees will not exceed $200,000. The contracts will be for an initial term of (1) one year, with automatic renewals for (4) four (1) one-year periods.

1. **The types of projects to be undertaken may include, but are not limited to**

   - Reuse Water Treatment Plant Expansion Projects
   - Reuse Water Treatment Plant Modification and/or Enhancement Projects
   - Water Treatment Plant Expansion Projects
   - Water Treatment Plant Modification and/or Enhancement Projects
   - The City's approved Capital Improvement Program maybe found here http://pompanobeachfl.gov/pages/department_directory/budget/budget.html.php

2. **The scope of services may include, but is not limited to, the following;**

   - Prepare studies and make recommendations on methods of operation and/or treatment.
   - Prepare preliminary design reports and/or design alternative recommendations. This may include various types of utility modeling, surveying and field data analysis.
   - Prepare all required bidding/construction documents for projects. This will include survey preparations, design plan preparations, technical specification preparations and cost estimate preparations. Attendance at all required pre-design, design, bidding and bid award meetings is required.

- Attend pre-bid conference, prepare possible bid addendums for plan revisions. Assist in making bid award recommendations for contracting/construction services.
- Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. State, County and City).
- Provide construction engineering/management services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements, possible plan revisions and review and approval of contractor pay applications.
- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.
- Firms must have previous experience in municipal water and reuse treatment plant projects and must be licensed to practice Professional Engineering in the State of Florida, Florida State Statute 481, by the Board of Professional Regulation.

## 3 Term of Contract

The initial contract period shall be (1) one year, commencing upon award by the appropriate City officials.

The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

## 4. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than $5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the $5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other

agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

**The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.**

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

## 5. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

**The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.**

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

## 6. Required Proposal Submittal

### Submission/Format Requirements

Submit one (1) original unbound proposal and five (_5_) bound photocopies of the proposal. Use 8 ½" x 11" plain white paper; proposal to be typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Duplicate copies must contain all information included in the original submittal. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

**Information to be included in the proposal**: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

**Title page:**
Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

**Table of Contents:**
Include a clear identification of the material by section and by page.

**Letter of Interest:**
A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

**Project Team Form:**
Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

**Organizational Chart:**
Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

**Statement of Skills and Experience of Project Team:**
Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.
**Resumes of Key Personnel**
Include resumes for key personnel for prime and subconsultants.

**References:**
References for past projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) If past projects are not located in the tri-county area references for past projects in other areas of the State of Florida can be provided. Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

**Office Locations:**
Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

**Minority Business Enterprises:**
It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

**Small Business Enterprises:**
Completed SBE program forms, Exhibits A-D. Include copies of all SBE certifications for firms listed on these forms.

**Local Businesses:**
Completed Local Business program forms, Exhibits E-H.

**Litigation:**
Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

**Acknowledgement of all Addenda issued.**

**City Forms**:
Responses should include all pages of this solicitation, initialed where indicated, in addition to completed SBE and Local Business forms.

## 7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

b. Liability Insurance

1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

(The rest of this page has been left blank intentionally.)

## LIMITS OF LIABILITY

| | Type of Insurance | | each occurrence | aggregate |
|---|---|---|---|---|
| **GENERAL LIABILITY:** ***MINIMUM $1,000,000 per OCCURRENCE/$1,000,000 AGGREGATE*** | | | | |
| | * Policy to be written on a claims incurred basis | | | |
| XX | comprehensive form | | | |
| XX | premises - operations | bodily injury | | |
| __ | explosion & collapse hazard | property damage | | |
| __ | underground hazard | _____ | | |
| __ | products/completed operations hazard | bodily injury and | | |
| XX | contractual insurance | property damage | | |
| XX | broad form property damage | combined _____ | | |
| XX | independent contractors | | | |
| XX | personal injury | personal injury | | |
| **AUTOMOBILE LIABILITY:** ***MINIMUM $1,000,000 per OCCURRENCE/$1,000,000 AGGREGATE*** | | | | |
| | | bodily injury (each person) | | |
| XX | comprehensive form | bodily injury (each accident) _____ | _____ | |
| XX | owned | property damage _____ | _____ | |
| XX | hired | bodily injury and | | |
| XX | non-owned | property damage combined | | |
| **REAL & PERSONAL PROPERTY** | | | | |
| XX | comprehensive form | Consultant must show proof they have this coverage. | | |
| **EXCESS LIABILITY** | | | | |
| XX | umbrella form | bodily injury and property damage | | |
| XX | other than umbrella | combined | $2,000,000. | $2,000,000. |
| XX | **PROFESSIONAL LIABILITY** | $2,000,000. | $2,000,000. | |
| | * Policy to be written on a claims made basis | | | |

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

## 8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

| Criteria | Point Range |
|---|---|
| 1. Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points |
| 2. Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points |
| 3. Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points |
| 4. Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points |

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following

presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RLI, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

**9. Hold Harmless and Indemnification**

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

**10. Retention of Records and Right to Access**

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

**11. Communications**

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the

City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

**12. No Discrimination**

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

**13. Independent Contractor**

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

**14. Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

**15. Contract Terms**

The contract resulting from this RLI shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RLI document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**16. Waiver**

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

**17. Survivorship Rights**

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

## 18. Termination

The contract resulting from this RLI may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

## 19. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

## 20. Acceptance Period

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

## 21. RLI Conditions and Provisions

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RLI as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RLI. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RLI, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

**22. Standard Provisions**

a. Governing Law

Any agreement resulting from this RLI shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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 Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RLI. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

k. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

   a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

   b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that

does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

**23. Questions and Communication**

All questions regarding the RLI are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RLI name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

**24. Addenda**

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

## PROJECT TEAM

RLI NUMBER _____

Federal I.D.#_____

**PRIME**

| Role | Name of Individual Assigned to Project | Number of Years Experience | Education, Degrees |
|---|---|---|---|
| Principal-In-Charge | | | |
| Project Manager | | | |
| Asst. Project Manager | | | |
| Other Key Member | | | |
| Other Key Member | | | |

**SUB-CONSULTANT**

| Role | Company Name and Address of Office Handling This Project | Name of Individual Assigned to the Project |
|---|---|---|
| Surveying | | |
| | | |
| Landscaping | | |
| | | |
| Engineering | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |

(use attachments if necessary)

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RLI Number & Title: _____

Contractor's Name: _____

| Name of Firm | Contact Person, Telephone Number | Type of Work to be Performed | Contract Percentage of Work |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

***(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)***

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly ___ YES ___ NO

EXHIBIT "B"
SMALL BUSINESS ENTERPRISE
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Contractor)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

_____

_____

_____

_____ _____
(Date) (Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____day of

_____, _____, I invited the following SBE CONTRACTOR(s) to bid

work items to be performed in the City of Pompano Beach:

| SBE Contractor Address | Work Items Sought | Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Said SBE CONTRACTOR(s):

___ Did not bid in response to the invitation

___ Submitted a bid that was not the low responsible bid

___ Other: _____

Signature: _____ Date: _____ .

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI #_____

1. What portions of the contract have you identified as SBE opportunities?

_____

_____

_____

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

_____

_____

_____

3. Did you send written notices to SBEs?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

_____

_____

7. List the SBEs you will utilize and subcontract percentage of work.

_____

_____

_____

8. Other comments: _____

_____

_____

_____

_____

Note: Please attach the unavailability letters with this report.

EXHIBIT E
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

RLI Number & Title: _____ Prime Contractor's Name: _____

| Name of Firm, Address | Contact Person, Telephone Number | Type of Work to be Performed | % of Work |
|---|---|---|---|
| | | | |
| | | | |
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EXHIBIT F
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number_____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____ _____
(Date) (Name of Local Business Contractor)

BY: _____

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI #_____

I,_____
(Name and Title)

of_____, certify that on the _____day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

| Business Name, Address | Work Items Sought | Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Said Local Businesses:

___ Did not bid in response to the invitation

___ Submitted a bid which was not the low responsible bid

___ Other:_____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI #_____

1. What portions of the contract have you identified as Local Business opportunities?

_____

_____

_____

_____

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

_____

_____

_____

3. Did you send written notices to Local Businesses?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

_____

_____

7. List the Local Businesses you will utilize and subcontract percentage of work.

_____ _____

_____ _____

_____ _____

8. Other comments: _____

_____

_____

_____

_____

EXHIBIT I

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI #_____

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.) You must include copies of the MBE certificates for each firm listed.

| Name of Firm | Certificate Included? |
|---|---|
| | |
| | |
| | |
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| | |

# STATEMENT OF NO RESPONSE

## RLI L-40-15 CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS

If you do not intend to submit on this requirement, please complete and return this form by the submittal deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to submit on this solicitation for the following reason(s):

_____ We do not offer this product or an equivalent

_____ Our workload would not permit us to perform

_____ Insufficient time to respond to the Request for Letters of Interest

_____ Unable to meet specifications (explain below)

_____ Other (specify below)

Remarks _____

_____

_____

_____

_____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

Meeting Date: Oct. 27, 2015 Agenda Item 10

REQUESTED COMMISSION ACTION:

| X | Consent | | Ordinance | X | Resolution | | Consideration/ Discussion | | Presentation |
|---|---|---|---|---|---|---|---|---|---|

SHORT TITLE A resolution of the City Commission of the City of Pompano Beach, Florida, approving an authorizing the proper city officials to execute a first extension and amendment to the license agreement between the City of Pompano Beach and Pompano Beach Baseball, Inc. to provide volunteer leadership, administration, and coaching services to competitive and travel youth baseball leagues in the City; providing an effective date.

**Fiscal Impact**: City to receive $10 for each player participating on licensee's team that is not a resident of the City of Pompano Beach. Payment to be made on or before October 1 of each year for the prior annual term.

## Summary of Purpose and Why:

The agreement allows Pompano Beach Baseball, Inc. to use Community, Mitchell/Moore, Kester and North Pompano Parks to provide leadership, administrative and coaching services to the competitive and travel youth baseball leagues in the City of Pompano Beach.

Great Places – 2.4.2 – Establish three (3) partnerships with local, national and international event organizers to secure sports business in the area.

(1) Origin of request for this action: Staff initiated

(2) Primary staff contact: Mark Beaudreau, Recreation Programs Adm. Ext. 4191

(3) Expiration of contract, if applicable: November 14, 2016

(4) Fiscal impact and source of funding: City to receive $10 for each player participating on licensee's team that is not a resident of the City of Pompano Beach. Payment to be made before October 1 of each year for the prior annual term.

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Parks & Recreation | 10-13-15 | Approve | |
| City Attorney | 10-16-15 | | |
| Risk Management | 10-14-15 | APPROVED | (in ABSENCE of G.B.) |
| Internal Audit | 10-14-15 | Approved | |
| X City Manager | | | |

ACTION TAKEN BY COMMISSION:

| Ordinance Workshop | | Resolution | | Consideration | |
|---|---|---|---|---|---|
| 1st Reading | | 1st Reading | | Results: | Results: |
| 2nd Reading | | | | | |

pompano beach
Florida's Warmest Welcome

# MEMORANDUM

## Parks, Recreation & Cultural Arts

**MEMORANDUM 16-A02**

DATE: October 12, 2015

TO: Dennis W. Beach, City Manager

FROM: Mark A. Beaudreau, Recreation Programs Administrator

SUBJECT: Agenda Item – License Agreement
Pompano Baseball, Inc.

Please place the attached resolution on the October 27, 2015, City Commission Agenda. The license agreement is a first extension and amendment to the license agreement originally executed via Resolution 2013-46 on November 13, 2012. The term of the extension agreement is for an additional one year term ending November 14, 2016. The license agreement is for Pompano Baseball, Inc. to provide voluntary leadership, administrative and coaching services to competitive and travel youth baseball leagues in the city. The agreement allows Pompano Baseball, Inc. to use various city owned facilities for their organized youth baseball programs. The license agreement was on the October 7, 2015, Parks and Recreation Advisory Board Agenda, however, the board did not have a quorum for this topic and could not make a recommendation on the agreement.

If you have any questions or need additional information regarding the agreement please call me at 954-786-4191.

MB/afh

cc: Jonathan Nasser, Interim Recreation Manager

**City Attorney's Communication #2016-27**
October 7, 2015

**TO:** Mark A. Beaudreau, Recreation Programs Administrator

**FROM:** Fawn Powers, Assistant City Attorney

**RE:** Resolution and First Extension And Amendment to Agreement – Pompano Baseball, Inc.

As requested, the above referenced First Extension And Amendment To Agreement has been prepared and is attached along with the appropriate Resolution captioned as follows:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST EXTENSION AND AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND POMPANO BASEBALL, INC. TO PROVIDE VOLUNTEER LEADERSHIP, ADMINISTRATION, AND COACHING SERVICES TO COMPETITIVE AND TRAVEL YOUTH BASEBALL LEAGUES IN THE CITY; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

FAWN POWERS

l:cor/recr/2016-27f
Attachment

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST EXTENSION AND AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND POMPANO BASEBALL, INC. TO PROVIDE VOLUNTEER LEADERSHIP, ADMINISTRATION, AND COACHING SERVICES TO COMPETITIVE AND TRAVEL YOUTH BASEBALL LEAGUES IN THE CITY; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a First Extension And Amendment to the License Agreement between the City of Pompano Beach and Pompano Baseball, Inc., a copy of which is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said First Extension and Amendment between the City of Pompano Beach and Pompano Baseball, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____ day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

FP/ds
10/7/15
l:reso/2016-11f

# FIRST EXTENSION AND AMENDMENT TO AGREEMENT

**THIS AGREEMENT** is entered into on the _____ day of _____, 2015, by and between:

> **CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, with offices located at 100 West Atlantic Boulevard, Pompano Beach, Florida, hereinafter referred to as "CITY,"
>
> and
>
> **POMPANO BASEBALL, INC.,** a Florida Not for Profit corporation, with offices located at 2118 East Atlantic Blvd., Pompano Beach, Florida 33062, hereinafter referred to as "LICENSEE."

**WHEREAS,** LICENSEE entered into a License Agreement with CITY to provide volunteer leadership, administration and coaching services to competitive and travel youth baseball leagues ("Original Agreement") which was approved by Resolution No. 2013-46; and

**WHEREAS,** the Original Agreement provided for a three-year term with a provision for two (2) one-year renewals upon the parties' mutual agreement; and

**WHEREAS,** CITY and LICENSEE have agreed to extend the Original Agreement for an additional one-year term and also amend it as set forth below.

## WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and LICENSEE agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The Original Agreement effective November 15, 2012, a copy of which is attached hereto and made a part hereof as Exhibit "A" shall be extended for an additional one (1) year term ending November 14, 2016.

3. Article 24, "Miscellaneous Terms and Conditions" of the Original Agreement is amended as follows:

**ARTICLE 24**
**MISCELLANEOUS TERMS AND CONDITIONS**

. . .

F. LICENSEE agrees to promote the Program to the citizens of Pompano Beach and that a minimum of 51% of Program participants will be residents of the City of Pompano Beach.

G. During LICENSEE's scheduled use of the CITY Properties as authorized hereunder, CITY agrees no other baseball team, coach or instructor who is in direct competition with LICENSEE shall be allowed to play, practice or utilize the CITY Properties. For purposes of this Agreement, the term "in direct competition" shall mean any person or entity that is engaged in providing the same or similar type of service or products as LICENSEE.

H. LICENSEE agrees to annually pay CITY Ten Dollars ($10.00) for each player participating on LICENSEE's team that is not a resident of the City of Pompano Beach. Said payment shall be made to City on or before October 1st of each year for the prior annual term.

4. With the exception of the provision for the extension, all terms, covenants and conditions contained in the Original Agreement shall remain unchanged and the parties agree to keep, observe and perform all covenants and conditions contained herein.

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals the day and year first above written.

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____

(SEAL)

ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

_____

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

**"LICENSEE":**

Witnesses:

Kate Belcher

Jon Nasser

**POMPANO BASEBALL, INC.**, a Florida Not for Profit corporation

By: _____
KENNETH ARNOLD, DIRECTOR

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15 day of Oct, 2015, by Kenneth Arnold, Director of Pompano Baseball, Inc., a Florida Not for Profit Corporation who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

ANNE HOLLADY
Notary Public - State of Florida
My Comm. Expires Feb 1, 2019
Commission # FF 166298
Bonded through National Notary Assn.

Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

Anne Hollady
(Name of Acknowledger Typed, Printed or Stamped)

FF166298
Commission Number

Witnesses:

Kate Belcher

Jon Nasser

By: _____
KIMBERLY ROBINSON, DIRECTOR

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15 day of Oct., 2015, by Kimberly Robinson, Director of Pompano Baseball, Inc., Florida Not For Profit Corporation who is personally known to me or who has produced Florida Driver's License (type of identification) as identification.

NOTARY'S SEAL:

ANNE HOLLADY
Notary Public - State of Florida
My Comm. Expires Feb 1, 2019
Commission # FF 166298
Bonded through National Notary Assn.

Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

Anne Hollady
(Name of Acknowledger Typed, Printed or Stamped)

FF 166298
Commission Number

Witnesses:

Kate Bekner

Jon Nasser

By: PAUL MARTIN, DIRECTOR

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14 day of Oct., 2015, by Paul Martin, Director of Pompano Baseball, Inc., Florida Not For Profit Corporation who is personally known to me or who has produced Florida Driver's License (type of identification) as identification.

NOTARY'S SEAL:

ANNE HOLLADY
Notary Public - State of Florida
My Comm. Expires Feb 1, 2019
Commission # FF 166298
Bonded through National Notary Assn.

Anne Holladay
NOTARY PUBLIC, STATE OF FLORIDA

Anne Hollady
(Name of Acknowledger Typed, Printed or Stamped)

FF 166298
Commission Number

FP/jrm/ds
10/8/15
L:agr/recr/2016-03

Updated Insurance

## INSURANCE REQUIREMENTS

LICENSEE shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone (954 786-5555) or email (eddie.beecher@copbfl.com) should you have any questions regarding the terms and conditions set forth in this Article. Proof of the insurance coverage required hereunder shall be mailed to Risk Management, PO Box 1300, Pompano Beach, FL 33061.

LICENSEE is responsible to deliver to the CITY's Risk Manager for his timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by LICENSEE, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by LICENSEE under this Agreement.

Throughout the term of this Agreement, LICENSEE and all other agents, subcontractors hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and minimum limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which LICENSEE is obligated to pay compensation to employees engaged in the performance of the work. LICENSEE further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from LICENSEE's negligent acts or omissions in connection with LICENSEE's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

| Type of Insurance | Limits of Liability |
|---|---|
| **GENERAL LIABILITY:** | Minimum $200,000 Per Occurrence and $300,000 Per Aggregate |
| * Policy to be written on a claims incurred basis | |
| XX comprehensive form | bodily injury and property damage |
| XX premises - operations | bodily injury and property damage |
| XX explosion & collapse hazard | |
| __ underground hazard | |
| XX products/completed operations hazard | bodily injury and property damage combined |
| XX contractual insurance | bodily injury and property damage combined |
| XX broad form property damage | bodily injury and property damage combined |
| XX independent LICENSEEs | personal injury |
| XX personal injury | |
| __ alcohol sales | |

---

| | |
|---|---|
| **AUTOMOBILE LIABILITY:** | Minimum $200,000 Per Occurrence and $300,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined. |
| XX comprehensive form | |
| XX owned | |
| XX hired | |
| XX non-owned | |

---

**REAL & PERSONAL PROPERTY**

| | |
|---|---|
| XX comprehensive form | Agent must show proof they have this coverage. |

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| | | | |
|---|---|---|---|
| **EXCESS LIABILITY** | Minimum per Occurrence and Aggregate | | |
| __ other than umbrella | bodily injury and property damage combined | $1,000,000 | $1,000,000 |

---

| | | |
|---|---|---|
| **PROFESSIONAL LIABILITY** | Per Occurrence | Aggregate |
| __ * Policy to be written on a claims made basis | $1,000,000 | $1,000,000 |

---

C. Employer's Liability. LICENSEE, agents, subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars ($100,000.00) per employee, Five Hundred Thousand Dollars ($500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the LICENSEE, the LICENSEE shall promptly provide the following:

(1) Certificates of Insurance evidencing the required coverage;

(2) Names and addresses of companies providing coverage;

(3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. LICENSEE hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then LICENSEE shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should LICENSEE enter into such an agreement on a pre-loss basis.

# Insurance Exhibit 2
# Pompano Baseball, Inc.

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/20/2015

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 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
Gagliardi Insurance Services, Inc.
2380 S. Bascom Ave. Suite 100
Campbell, CA 95008
0791300

CONTACT NAME:
PHONE (A/C, No, Ext): (408) 414-8100 FAX (A/C, No): (408) 414-8199
E-MAIL ADDRESS: sales@gsportsinsurance.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: New York Marine & General Ins. | 16608 |
| INSURER B: Federal Insurance Company | 20281 |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Pompano Baseball, Inc.
218 East Atlantic Blvd.
Pompano Beach, FL 33062
(954) 943-0635

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>[X] Abuse & Molestation<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | | | PK201400003579 | 11/17/2014 | 11/17/2015 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 0 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | | | | | | | Participant Legal Liab | $ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[X] HIRED AUTOS<br>[ ] SCHEDULED AUTOS<br>[X] NON-OWNED AUTOS | | | PK201400003579 | 11/17/2014 | 11/17/2015 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | APPROVED RISK MANAGEMENT ON BY: 10/06/15 JM | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| B | Accident Medical | | | 9907-0915 | 11/17/2014 | 11/17/2015 | Limit $250K / $50 DED<br>AD&D $10K / $3K Dental | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate holder is included as an additional insured, but only with respect to the liability arising out of the negligence of the named insured. All policy terms and conditions apply.

CERTIFICATE HOLDER
City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, FL 33060

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

AUTHORIZED REPRESENTATIVE
Denise Gagliardi

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RESOLUTION NO. 2013-46

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND POMPANO BASEBALL, INC. TO PROVIDE VOLUNTEER LEADERSHIP, ADMINISTRATION, AND COACHING SERVICES TO COMPETITIVE AND TRAVEL YOUTH BASEBALL LEAGUES IN THE CITY; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a License Agreement between the City of Pompano Beach and Pompano Baseball, Inc. to provide volunteer leadership, administration, and coaching services to competitive and travel youth baseball leagues in the City, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Pompano Baseball, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 13th day of November, 2012.

**LAMAR FISHER, MAYOR**

**ATTEST:**

**MARY L. CHAMBERS, CITY CLERK**
FP/ds
8/14/12
l:reso/2012-403f

8/12

# City of Pompano Beach

## LICENSE AGREEMENT

## with

# Pompano Baseball, Inc.

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# LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** ("Agreement"), entered into this 15th day of November, 2012, by and between:

**CITY OF POMPANO BEACH,** a municipal corporation located in Broward County, Florida (hereinafter "CITY"),

and

**POMPANO BASEBALL, INC.,** a Florida non-profit corporation (hereinafter "LICENSEE").

**WHEREAS,** LICENSEE is an organized non-profit recreation group which provides volunteer leadership, administration and coaching services to competitive and travel youth baseball leagues in the City of Pompano Beach; and

**WHEREAS,** the CITY recognizes LICENSEE as providing a valuable service to the community through its extensive use of volunteers and attendant resources; and

**WHEREAS,** LICENSEE is able and prepared to provide the services and the insurance set forth in Exhibits 1 and 2 attached hereto and made a part hereof; and

**WHEREAS,** subject to the terms of this Agreement, LICENSEE may use the CITY-owned and maintained Community, Mitchell Moore, Kester and North Pompano Parks (hereinafter collectively the "CITY Properties") to provide leadership, administrative and coaching services to the competitive and travel youth baseball leagues in the City of Pompano Beach (the "Program" as further detailed in Exhibit 1); and

**WHEREAS,** the CITY has determined entering into this License Agreement with LICENSEE is in the best interest of the public; and

**WHEREAS,** the CITY and LICENSEE desire to enter into this Agreement setting forth the parties' mutual understandings and undertakings.

**NOW, THEREFORE,** in consideration of the conditions, covenants and mutual promises herein contained, the CITY and LICENSEE agree as follows.

## ARTICLE 1
## REPRESENTATIONS

A. **Representations of CITY.** CITY makes the following representations to LICENSEE which CITY acknowledges LICENSEE has relied upon in entering into this Agreement.

1. This Agreement is a valid, binding and permissible activity within the power and authority of the CITY and does not violate any CITY Code, Charter provision, rule, resolution, ordinance, policy or agreement of the CITY or constitute a default of any agreement or contract to which the CITY is a party.

2. The individuals executing the Agreement on behalf of the CITY are duly authorized to take such action, which action shall be, and is, binding upon the CITY.

3. LICENSEE shall be entitled to rely upon the accuracy and completeness of any information or reports supplied by CITY or by others authorized by the CITY's Recreation Programs Administrator.

B. **Representations of Pompano Baseball, Inc.** LICENSEE makes the following representations to CITY which CITY relies upon in entering into this Agreement.

1. Pompano Baseball, Inc. is a Florida non-profit corporation duly organized, existing and in good standing under the laws of the State of Florida with the power and authority to enter into this Agreement.

2. LICENSEE's execution, delivery, consummation and performance under this Agreement will not violate or cause Pompano Baseball, Inc. to be in default of any provisions of its governing documents, rules and regulations or any other agreement to which LICENSEE is a party or constitute a default thereunder or cause acceleration of any obligation of LICENSEE thereunder.

3. The individual executing this Agreement and related documents on behalf of Pompano Baseball, Inc. is duly authorized to take such action which action shall be, and is, binding on LICENSEE.

4. There are no legal actions, suits or proceedings pending or threatened against or affecting Pompano Baseball, Inc.. or its principals that LICENSEE is aware of which would have any material effect on LICENSEE's ability to perform its obligations under this Agreement.

5. LICENSEE represents it has the ability, skill and resources to complete its requisite responsibilities under this Agreement.

6. The standard of care for all services furnished by LICENSEE and its employees, subcontractors or other agents under this Agreement will be the skill and care used by competitive youth baseball program administrators and coaches currently practicing under similar circumstances in the same locality.

7. The CITY shall be entitled to rely upon the administrative, coaching and technical skills of LICENSEE or by others authorized by LICENSEE under this Agreement.

8. LICENSEE represents and warrants it has and will continue to maintain all licenses and approvals required to conduct business and provide services under this Agreement and that it will at all times conduct its business activities in a reputable manner.

## ARTICLE 2
## NON-ASSIGNABILITY AND SUBCONTRACTING

This Agreement is not assignable and LICENSEE agrees it shall not sell, assign, transfer, merge or otherwise convey any of its interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity.

Any attempt by LICENSEE to assign or transfer any of its rights or obligations under this Agreement without first obtaining the CITY's written approval will result in CITY's immediate cancellation of this Agreement. Specifically, no assignment of any right or obligation under this Agreement shall be binding on the CITY without the written consent of the City Commission of Pompano Beach.

In addition, this Agreement and the rights and obligations therein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership, and in the event of LICENSEE's insolvency or bankruptcy, CITY may at its option terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of LICENSEE hereunder shall immediately cease and terminate.

Nothing herein shall be construed to create any personal liability on the part of the CITY or its agent(s) nor shall it be construed as granting any rights or benefits hereunder to anyone other than CITY and LICENSEE.

## ARTICLE 3
## TERM AND RENEWAL

The City hereby engages LICENSEE to serve as its Program Administrator for the Pompano Baseball, Inc. at the CITY Properties for a term of three (3) years, commencing November 15th, 2012, and ending Nov. 15th, 2015. The CITY reserves the right to extend this Agreement with two (2) one-year renewal options provided both parties agree in writing to said extension. Renegotiation should commence at least 180 days prior to normal termination.

## ARTICLE 4
## RESPONSIBILITIES OF LICENSEE

LICENSEE shall provide the leadership, administrative and coaching services hereunder consistent with policies adopted by CITY which specifically require LICENSEE to at all times perform its obligations under this Agreement in a professional manner and also develop and adhere to written protocols to ensure public resources are properly tracked and appropriated. LICENSEE agrees to follow the policies and directives of the CITY's Recreation Programs Administrator but in the absence thereof, LICENSEE shall exercise its reasonable judgment in discharging its duties hereunder.

LICENSEE shall perform the duties set forth below at the CITY Properties, including such other duties as the CITY may, from time to time, require.

1. LICENSEE shall plan, administer and coordinate all aspects of the Pompano Baseball, Inc. at the CITY Properties, including supervising all LICENSEE's coaches, employees, volunteers and other representatives or agents.

2. In addition to providing items for public sale, LICENSEE may provide other services associated with administering a competitive and travel youth baseball league. LICENSEE's provision of all merchandise and services at the CITY Properties shall be offered at competitive prices for the Broward County area which must be pre-approved in writing by the CITY's Recreation Programs Administrator.

3. LICENSEE shall be responsible to pay any and all sales taxes and other charges of any nature or kind which may be assessed against LICENSEE's provision of services or sale of merchandise under this Agreement.

4. LICENSEE is responsible for hiring and managing its own administrative and coaching staff, all of which shall be a minimum of eighteen (18) years old, under LICENSEE's exclusive direction and control and not deemed employees or agents of the CITY.

5. LICENSEE shall be solely responsible for compensating its administrative and coaching staff and complying with all federal, state and local laws, ordinances and regulations pertaining to employment of such persons including, but not limited to, the provisions of workers' compensation insurance and all other benefits required by law.

6. LICENSEE shall be responsible to ensure that all its administrative and coaching staff, employees, volunteers and other agents or representatives are suitable for employment in a municipal facility in terms of general character, knowledge, ability, public relations potential, manner and conduct.

7. LICENSEE shall promptly respond to complaints from the CITY and patrons of the CITY Properties regarding its staff or other representatives and timely take appropriate disciplinary action as warranted by the circumstances.

8. LICENSEE shall develop a comprehensive competitive and travel youth baseball program for youth of both sexes ages 5-21, which shall include group and league instruction. If the participation level of an instruction program or other like activity requires the use of more than the CITY Properties, LICENSEE is responsible to promptly notify the CITY's Recreation Programs Administrator who has sole and absolute discretion whether to provide additional facilities.

9. LICENSEE shall immediately inform the CITY's Recreation Program Administrator of any repairs or maintenance necessary to keep the CITY Properties in good and safe condition.

10. LICENSEE shall operate and conduct the business covered by this Agreement in accordance with all applicable federal, state and local laws, including the laws of Broward County and the charter, ordinances and other regulations of the City of Pompano Beach as may now exist or as may hereafter be adopted. LICENSEE, at its sole expense, shall purchase all necessary licenses and permits required by the State of Florida, Broward County, and the City of Pompano Beach, and be responsible to pay any and all sales taxes and other charges of any nature or kind, which may be assessed against LICENSEE's provision of goods and services under this Agreement. Proof of such licenses, approvals and sales tax payments shall be submitted to the CITY's Recreation Programs Administrator upon request.

11. LICENSEE shall develop, organize and promote Pompano Baseball, Inc. leagues, tournaments, socials and member relations at the CITY Properties.

12. LICENSEE shall give the CITY prompt written notice of any accidents occurring at the CITY Properties in which damage to property or injury to a person occurs.

## ARTICLE 5
## RESPONSIBILITIES OF CITY

A. CITY is responsible to maintain the CITY Properties and surrounding outdoor areas, including the building systems (plumbing, electrical, painting, ceilings, walls, floors, roof, public restrooms, etc.) and general maintenance (shrubbery and lawn care, garbage pickup, etc.).

B. CITY shall provide LICENSEE with use of the CITY Properties for the reasons set forth herein at days and times which have been pre-approved in writing by the CITY's Recreation Programs Administrator. Interruptions in availability of the CITY Properties due to acts of God or any other circumstance beyond the CITY's control shall not be considered a violation of this paragraph.

## ARTICLE 6
## ACCOUNTING AND RECORD KEEPING PROCEDURES

A. LICENSEE shall be required to record and preserve complete and accurate records for all activities and revenues generated under this Agreement for a period of five (5) years after its termination or as otherwise required by applicable law(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes. However, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of the audit findings.

B. LICENSEE shall make available at reasonable time for CITY's examination all membership rosters; attendance, financial and statistical records; federal/state tax returns; and any other documents attendant to LICENSEE's provision of goods and services under this Agreement.

C. LICENSEE and its employees shall maintain a daily log that provides the names, dates and time of all Pompano Baseball, Inc. members utilizing the CITY Properties which shall at all times be available to CITY personnel.

D. All LICENSEE's records directly or indirectly related to this Agreement shall be made available locally for audit by the CITY's Internal Auditor or other designee at all reasonable times and upon reasonable notice during the term of this Agreement and for five (5) years thereafter. LICENSEE's failure to produce records requested by CITY's agents shall be deemed a material breach which entitles CITY to terminate this Agreement as provided herein.

## ARTICLE 7
## CITY'S RIGHT TO AUTHORIZE USE OF THE CITY PROPERTIES

The CITY, through its Recreation Programs Administrator, reserves the right to authorize use of the CITY Properties for special group functions upon reasonable written notice to LICENSEE.

## ARTICLE 8
## LICENSEE'S INDEMNIFICATION OF CITY

A. LICENSEE shall indemnify, defend and save harmless the CITY from and against all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of whatsoever kind arising directly or indirectly out of or in connection with the provision of services and merchandise under this Agreement whether same occurs or the cause arises on or away from the CITY Properties.

B. LICENSEE shall be solely responsible for insuring all stock and inventory at the CITY Properties against damage or loss of any nature or kind. LICENSEE acknowledges and agrees that CITY assumes no responsibility whatsoever for any property placed at the CITY Properties and that CITY is hereby expressly released and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of LICENSEE's presence and occupancy at the CITY Properties.

## ARTICLE 9
## INSURANCE

LICENSEE shall maintain insurance in the amounts and subject to all conditions set forth on the standardized insurance form attached as Exhibit 2. LICENSEE shall not commence operations under this Agreement until certification or proof of insurance detailing terms and provisions of coverage has been received and approved by the CITY's Risk Manager

## ARTICLE 10
## INDEPENDENT CONTRACTOR

Both CITY and LICENSEE agree that LICENSEE is an independent contractor and not a CITY employee.

## ARTICLE 11
## DEFAULT AND DISPUTE RESOLUTION

A. If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to reach an amicable resolution. Both parties shall be entitled to have representatives present at any such meeting or conference.

B. If there is a default of any covenant or obligation under this Agreement, the defaulting party shall be given ten (10) calendar days to cure said default after written notice to the other in accordance with Article 16 herein.

C. If the party receiving written notice of default provides written notice denying same within ten (10) calendar days of receipt or the alleged default has not been remedied within ten (10) calendar days after receipt of written notice and is continuing, either party may appeal in writing to the City Manager for the CITY in accordance with Article 16 herein.

Upon receipt of said written appeal or demand, the City Manager for the CITY may request additional information relating to the dispute from either or both parties which shall be provided within a reasonable time. Upon the City Manager's receipt and timely review of the disputed matter, the City Manager may make a decision regarding the alleged default as he/she deems appropriate under the circumstances. If the City Manager's decision is not implemented within the deadline set forth therein, the forty-five (45) day advance written notice provision set forth in Article 16 herein shall not apply and it shall be lawful for CITY to immediately terminate this Agreement and in addition to any other remedies provided by law, CITY may posses itself of all rights and privileges heretofore enjoyed by LICENSEE.

## ARTICLE 12
## ANNUAL PERFORMANCE GOALS AND EVALUATION

The CITY's Recreation Programs Administrator shall annually review and evaluate LICENSEE's performance based on performance criteria developed by CITY utilizing the scope of services under this Agreement as set forth in Exhibit 1. The CITY shall provide LICENSEE with a written summary of said evaluation and provide an adequate opportunity for LICENSEE to discuss its evaluation with the CITY's Recreation Programs Administrator.

## ARTICLE 13
## TERMINATION

The CITY may terminate this Agreement, in whole or in part, for convenience, cause, default or negligence upon forty-five (45) days advance written notice to LICENSEE in accordance with Article 16 herein. LICENSEE may terminate this Agreement, in whole or in part, for cause, default or negligence upon forty-five (45) day advance written notice to CITY in accordance with Article 16 herein.

## ARTICLE 14
## EQUAL OPPORTUNITY EMPLOYMENT

LICENSEE agrees not to discriminate against any of its or the CITY's employees under this Agreement because of race, color, religion, sex, age, national origin or disability.

## ARTICLE 15
## PUBLIC ENTITY CRIMES ACT

Through execution of this Agreement and in accordance with Section 287.133, Florida Statutes, LICENSEE certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

## ARTICLE 16
## NOTICES AND DEMANDS

Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing, sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

**For CITY:**

City Manager
City of Pompano Beach
P.O. Drawer 1300
Pompano Beach, Florida 33061
dennis.beach@copbfl.com
(954) 786-4601 office
(954) 786-4504 fax

**With a copy to:**

Recreation Program Administrator
City of Pompano Beach
1801 NE 6th Street
Pompano Beach, Florida 33060
mark.beaudreau@copbfl.com
(954) 786-4191 office
(954) 86-4113 fax

**For LICENSEE:**

Kenneth Arnold, Director
1849 E. Atlantic Boulevard
Pompano Beach, FL
Phone#: 954-786-1098
Email: kcarndc@yahoo.com

Kimberly Robinson, Director
499 NW 19 Court
Pompano Beach, FL

Paul Martin, Director
2134 Hollywood Boulevard
Pompano Beach, FL

## ARTICLE 17
## GOVERNING LAW AND VENUE

The Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CITY and LICENSEE submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statue or otherwise.

## ARTICLE 18
## CONTRACT ADMINISTRATOR

The CITY's Recreation Program Administrator or his/her designee shall serve as the CITY's Contract Administrator during the performance of services under this Agreement.

Kenneth Arnold shall serve as LICENSEE's Contract Administrator during the performance of services under this Agreement.

## ARTICLE 19
## NO CONTINGENT FEE

LICENSEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LICENSEE, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for LICENSEE any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

In the event of LICENSEE's breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability and, at CITY's sole discretion, to recover the full amount of such fee, commission, percentage, gift or consideration.

## ARTICLE 20
## ATTORNEY'S FEES

In the event of litigation between the parties, the prevailing party shall be entitled to recover all costs of collection, including a reasonable attorney's fees and court costs. The provisions of this paragraph shall survive termination of this Agreement.

## ARTICLE 21
## FORCE MAJEURE

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force majeure.

If CITY or LICENSEE are unable to perform, or are delayed in their performance of any obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure.

In order to be entitled to the benefit of this Article, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and also diligently proceed to correct the adverse effect of any force majeure. The parties agree that, as to this Article, time is of the essence.

## ARTICLE 22
## WAIVER AND MODIFICATION

Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

CITY and LICENSEE may request changes to modify certain provisions of this Agreement, including increasing or decreasing the scope of services to be provided. However, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

## ARTICLE 23
## RELATIONSHIP BETWEEN THE PARTIES

LICENSEE is being contracted by CITY for the purposes and to the extent set forth in this Agreement and, as such, shall be free to dispose of such other portion of its time and skill as does not interfere with its obligations hereunder.

## ARTICLE 24
## MISCELLANEOUS TERMS AND CONDITIONS

A. Each March 1st under this Agreement, LICENSEE shall provide the CITY's Recreation Programs Administrator a current membership roster; practice, game, tournament and public event schedule; and a list of any special services requested from the CITY for that

calendar year. In addition, to the extent possible, LICENSEE is required to provide written notification to CITY thirty (30) days in advance of any subsequent schedule changes.

B. LICENSEE shall utilize the CITY Properties exclusively for the activities described herein and not allow any part thereof to be used for any immoral or illegal purposes. LICENSEE shall not allow, suffer or permit the CITY Properties to be used for any purpose, business, activity, use or function to which the CITY objects, including gambling.

C. For each baseball coach, at LICENSEE's sole expense and prior to allowing any of its coaches to provide services at the CITY Properties, LICENSEE shall (i) provide the CITY's Recreation Programs Administrator a written background check from Protect Youth Sports located at 18946 North Dale Mabry Highway, Suite 101, Lutz, Florida 33548 or (ii) allow the CITY to conduct its own background check. LICENSEE's failure to comply with the obligations of this paragraph shall be deemed a material breach of this Agreement.

D. LICENSEE, while acting pursuant to this Agreement, shall not discriminate against any worker, employee, patron, or member of the public on the basis of race, creed, religion, age, sex, disability or national origin.

E. Pursuant to CITY-sponsored programs and at times designated by CITY, LICENSEE shall, at no cost to CITY or participants, provide forty (40) hours of youth instruction each year of this Agreement.

F. LICENSEE agrees to promote the Program to the citizens of Pompano Beach and that a minimum of 51% of Program participants will be residents of the City of Pompano Beach.

## ARTICLE 25
## SEVERABILITY

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect.

## ARTICLE 26
## APPROVALS

Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

## ARTICLE 27
## ABSENCE OF CONFLICTS OF INTEREST

LICENSEE represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance hereunder. LICENSEE further represents no person having any interest shall be employed or engaged by it for said performance.

LICENSEE shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence LICENSEE's judgment or quality of services being provided hereunder. Said notification shall identify the prospective business interest or circumstance and the nature of work that LICENSEE intends to undertake and shall request the CITY's opinion as to whether such association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by LICENSEE.

## ARTICLE 28
## BINDING EFFECT

The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

## ARTICLE 29
## NO WAIVER OF SOVEREIGN IMMUNITY

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by CITY.

## ARTICLE 30
## LICENSE NOT LEASE

Both parties acknowledge and agree this license shall not be deemed a lease of the CITY Properties but rather a license granted to LICENSEE by CITY to provide the leadership, administrative and coaching services contemplated herein to competitive and travel youth baseball leagues at the CITY Properties, including the sale of attendant goods and services.

## ARTICLE 31
## ENTIRE AGREEMENT AND INTERPRETATION

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this Agreement. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and LICENSEE and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against either party.

It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein

shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of November, 2012, by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

ASCELETA HAMMOND
Notary Public - State of Florida
My Comm. Expires Jan 7, 2015
Commission # EE 27110
Bonded Through National Notary Assn.

NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"LICENSEE:"

Witness:

Scott Moore

Jon Nasser

Pompano Baseball, Inc., a Florida nonprofit corporation

By: Kenneth Arnold, Director

State of Florida
County of Broward

The Forgoing instrument was acknowledged before me this 17 day of October, 2012, by Kenneth Arnold, Director of Pompano Baseball, Inc., a Florida nonprofit corporation who is personally known to me.

Notary's Seal:

Notary Public State of Florida
Anne Hollady
My Commission EE046484
Expires 02/01/2015

Anne Holladay
Notary Public, State of Florida

Anne Hollady
(Name of Acknowledger Typed, Printed or Stamped)

EE046484
Commission Number

Witness:

Scott Moore

Jon Nasser

By: Kimberly Robinson, Director

State of Florida
County of Broward

The Forgoing instrument was acknowledged before me this 17 day of October, 2012, by Kimberly Robinson, Director of Pompano Baseball, Inc., a Florida nonprofit corporation who provided Florida Driver's license as identification.

Notary's Seal:

Notary Public State of Florida
Anne Hollady
My Commission EE046484
Expires 02/01/2015

Anne Holladay
Notary Public, State of Florida

Anne Hollady
(Name of Acknowledger Typed, Printed or Stamped)

EE 046484
Commission Number

Witnesses:

_____

_____

By: _____
PAUL MARTIN, DIRECTOR

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17 day of Oct., 2012, by Paul Martin, Director of Pompano Baseball, Inc., a Florida non-profit corporation who is personally known to me or who has produced FL Drivers Licence (type of identification) as identification.

NOTARY'S SEAL:

Notary Public State of Florida
Anne Hollady
My Commission EE046484
Expires 02/01/2015

Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

Anne Hollady
(Name of Acknowledger Typed, Printed or Stamped)

EE046484
Commission Number

I:agr/recr/2012-1446f
8/14/12

**EXHIBIT 1**
**Scope of Services**
**Pompano Baseball Inc.**

Pompano Baseball Inc., shall plan, administer and coordinate all aspects of the Pompano Baseball, Inc. at the City of Pompano Beach Properties, including supervising all Pompano Baseball Inc. coaches, employees, volunteers and other representatives or agents.

Pompano Baseball Inc. shall be responsible to pay any and all sales taxes and other charges of any nature or kind which may be assessed against Pompano Baseball Inc. provision of services or sale of merchandise under this Agreement.

Pompano Baseball Inc. is responsible for hiring and managing its own administrative and coaching staff, all of which shall be a minimum of eighteen (18) years old, under Pompano Baseball Inc. exclusive direction and control and not deemed employees or agents of the City of Pompano Beach

Pompano Baseball Inc. shall be solely responsible for compensating its administrative and coaching staff and complying with all federal, state and local laws, ordinances and regulations pertaining to employment of such persons including, but not limited to, the provisions of workers' compensation insurance and all other benefits required by law.

Pompano Baseball Inc. shall be responsible to ensure that all its administrative and coaching staff, employees, volunteers and other agents or representatives are suitable for employment in a municipal facility in terms of general character, knowledge, ability, public relations potential, manner and conduct.

Pompano Baseball Inc. shall promptly respond to complaints from the City of Pompano Beach and patrons of the City of Pompano Beach Properties regarding its staff or other representatives and timely take appropriate disciplinary action as warranted by the circumstances.

Pompano Baseball Inc. shall develop a comprehensive competitive and travel youth baseball program for youth of both sexes ages 5 21, which shall include individual, group and league instruction. If the participation level of an instruction program or other like activity requires the use of more than the City of Pompano Beach Properties, Pompano Baseball Inc. is responsible to promptly notify the City of Pompano Beach's Recreation Programs Administrator who has sole and absolute discretion whether to provide additional facilities.

Pompano Baseball Inc. shall immediately inform the City of Pompano Beach's Recreation Program Administrator of any repairs or maintenance necessary to keep the City of Pompano Beach Properties in good and safe condition.

Pompano Baseball Inc. shall operate and conduct the business in accordance with all applicable federal, state and local laws, including the laws of Broward County and the charter, ordinances and other regulations of the City of Pompano Beach of Pompano Beach as may now exist or as may hereafter be adopted. Pompano Baseball Inc., at its sole expense, shall purchase all necessary licenses and permits required by the State of Florida, Broward County, and the City of Pompano Beach and be responsible to pay any and all sales taxes and other charges of any nature or kind. Proof of such licenses, approvals and sales tax payments shall be submitted to the City of Pompano Beach's Recreation Programs Administrator upon request.

Pompano Baseball Inc. shall develop, organize and promote Pompano Baseball, Inc. leagues, tournaments, socials and member relations at the City of Pompano Beach Properties.

Pompano Baseball Inc. shall give the City of Pompano Beach prompt written notice of any accidents occurring at the City of Pompano Beach Properties in which damage to property or injury to a person occurs.

## EXHIBIT 2
## INSURANCE REQUIREMENTS

The applicant/vendor shall not commence operations, labor, construction and/or installation of improvements to complete this project until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Management Division.

The following insurance coverage shall be required.

A. Workers' Compensation Insurance for all its employees in accordance with the requirements of Florida Statute, Chapter 440. The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Public Liability Insurance

1) Naming the City of Pompano Beach as an additional insured in connection with the work being done under this contract.

2) The types of insurance and minimum policy limits that are required are indicated by "XXXX" below. Additional coverage, depending on the scope of work or nature of contract may be required.

**LIMITS OF LIABILITY**

| | Type of Insurance | | each occurrence | aggregate |
|---|---|---|---|---|
| | **PUBLIC LIABILITY** | | | |
| XXXX | comprehensive form | | | |
| XXXX | premises - operations | bodily injury | $200,000. | $300,000. |
| ____ | explosion & collapse hazard | property damage | $200,000. | $300,000. |
| ____ | underground hazard | -- or -- | | |
| XXXX | products (if items are sold) | bodily injury and | | |
| XXXX | contractual insurance | property damage | | |
| ____ | liquor legal (if items are sold) | combined | $200,000. | $300,000. |
| XXXX | independent contractors | | | |
| ____ | personal injury | personal injury | $200,000. | $300,000. |
| | **AUTOMOBILE LIABILITY** | | | |
| | | bodily injury (each person) | $200,000. | $300,000. |
| XXXX | comprehensive form | | | |
| ____ | owned | property damage | $200,000. | $300,000. |
| ____ | hired | -- or -- bodily injury and | | |
| ____ | non-owned | property damage combined | $200,000. | $300,000. |
| | **EXCESS LIABILITY** | | | |
| ____ | umbrella form | bodily injury and property damage | | |
| ____ | other than umbrella | combined | $2,000,000. | $2,000,000. |

# EXHIBIT 2

## Insurance – Pompano Beach Baseball, Inc.

POMPBAS-01 DURI

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 10/18/2011

PRODUCER
Gagliardi Insurance Services, Inc.
284 Digital Drive
Morgan Hill, CA 95037

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Pompano Baseball, Inc.
2118 E. Atlantic Blvd.
Pompano Beach, FL 33062-

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: National Casualty Insurance Company | 11991 |
| INSURER B: Federal Insurance Company | 20281 |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADDL INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE X OCCUR<br>X Abuse & Molestation<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | KRO1352000 | 11/1/2011 | 11/1/2012 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Participant Legal Liab | $ 1,000,000<br>$ 300,000<br>$ -0-<br>$ 1,000,000<br>$ NONE<br>$ 2,000,000<br>1,000,000 |
| A | | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | KRO1352000 | 11/1/2011 | 11/1/2012 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | | GARAGE LIABILITY<br>ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| | | EXCESS/UMBRELLA LIABILITY<br>OCCUR CLAIMS MADE<br>DEDUCTIBLE<br>RETENTION $ | APPROVED RISK MANAGEMENT ON: 10/18/11 BY: | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$<br>$<br>$<br>$<br>$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below | | | | WC STATU-TORY LIMITS / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| B | | OTHER<br>PONY BB Medical $100 Deductibl | 9906-4867 | 11/1/2011 | 11/1/2012 | AD&D/Dental 10,000/3,000 | Limit 250,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED. ALL POLICY TERMS AND CONDITIONS APPLY.

CERTIFICATE HOLDER

City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, FL 33060-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



# Detail by Entity Name

## Florida Non Profit Corporation

POMPANO BASEBALL, INC.

## Filing Information

| | |
|---|---|
| **Document Number** | N08000009944 |
| **FEI/EIN Number** | 263526085 |
| **Date Filed** | 10/27/2008 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | REINSTATEMENT |
| **Event Date Filed** | 03/02/2011 |
| **Event Effective Date** | NONE |

## Principal Address

2118 EAST ATLANTIC BLVD
POMPANO BEACH FL 33062

Changed 03/11/2009

## Mailing Address

2118 EAST ATLANTIC BLVD
POMPANO BEACH FL 33062

Changed 03/11/2009

## Registered Agent Name & Address

ARNOLD, KENNETH DC
1849 E ATLANTIC BLVD
POMPANO BCH FL 33060

Name Changed: 03/02/2011

## Officer/Director Detail

**Name & Address**

Title D

ARNOLD, KENNETH
1849 E ATLANTIC BLVD
POMPANO BCH FL 33060

Title D

ROBINSON, KIMBERLY
499 NW 19TH COURT
POMPANO BCH FL 33060

Title D

MARTIN, PAUL
2134 HOLLYWOOD BLVD
HOLLOWOOD FL 33020

## Annual Reports

| Report Year | Filed Date |
|---|---|
| 2010 | 03/02/2011 |
| 2011 | 03/02/2011 |
| 2012 | 01/09/2012 |

## Document Images

| | |
|---|---|
| 01/09/2012 -- ANNUAL REPORT | View image in PDF format |
| 03/02/2011 -- REINSTATEMENT | View image in PDF format |
| 03/11/2009 -- ANNUAL REPORT | View image in PDF format |
| 10/27/2008 -- Domestic Non-Profit | View image in PDF format |

**Note:** This is not official record. See documents if question or conflict.

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State of Florida, Department of State

# 2012 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

**FILED**
**Jan 09, 2012**
**Secretary of State**

DOCUMENT# N08000009944

**Entity Name:** POMPANO BASEBALL, INC.

**Current Principal Place of Business:**

2118 EAST ATLANTIC BLVD
POMPANO BEACH, FL 33062

**New Principal Place of Business:**

**Current Mailing Address:**

2118 EAST ATLANTIC BLVD
POMPANO BEACH, FL 33062

**New Mailing Address:**

**FEI Number: 26-3526085** **FEI Number Applied For ( )** **FEI Number Not Applicable ( )** **Certificate of Status Desired ( )**

**Name and Address of Current Registered Agent:**

ARNOLD, KENNETH DC
1849 E ATLANTIC BLVD
POMPANO BCH, FL 33060 US

**Name and Address of New Registered Agent:**

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

*Electronic Signature of Registered Agent* Date

**OFFICERS AND DIRECTORS:**

Title: D
Name: ARNOLD, KENNETH
Address: 1849 E ATLANTIC BLVD
City-St-Zip: POMPANO BCH, FL 33060

Title: D
Name: ROBINSON, KIMBERLY
Address: 499 NW 19TH COURT
City-St-Zip: POMPANO BCH, FL 33060

Title: D
Name: MARTIN, PAUL
Address: 2134 HOLLYWOOD BLVD
City-St-Zip: HOLLOWOOD, FL 33020

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: K. C. ARNOLD DC D 01/09/2012

Electronic Signature of Signing Officer or Director Date

Meeting Date: October 27, 2015 Agenda Item 11

REQUESTED COMMISSION ACTION:

| X Consent | Ordinance | X Resolution | Consideration/ Discussion | Presentation |
|---|---|---|---|---|
| ___ | ___ | ___ | ___ | ___ |

SHORT TITLE A resolution of the City Commission of the City of Pompano Beach, Florida, approving an authorizing the proper city officials to execute a project agreement between the City of Pompano Beach and the Florida Inland Navigation District accepting a grant not to exceed $60,000 for the Exchange Club Park Improvements through the FIND Waterways Assistance Program.

Estimated Project Cost: $120,000, Grant: $60,000 with matching funds of $30,000 from City of Pompano Beach and $30,000 from City of Lighthouse Point

## Summary of Purpose and Why:

The grant project agreement is for a $60,000 Florida Inland Navigation District Waterways Assistance Program Grant for improvements to Exchange Club Park. The project includes increased parking and the addition of an entry gate off NE 24th Street near the northwest corner of the park with an asphalt road and parking constructed parallel to NE 24th Street within the parks boundaries. The additional roadway access and parking will enable increased safe public usage of the park. The total estimated project cost is $120,000, the grant is for $60,000 and requires matching funds of which $30,000 will be contributed from the City of Pompano Beach and $30,000 from the City of Lighthouse Point. The two cities will enter into an Interlocal agreement regarding the matching funds.

This item is related to Strategic Plan Strategy: Superior Capacity: goal 3.0, initiative 3.3 – Increase boating recreation; Superior Capacity- 3.0 Recreation, 3.2- Develop facilities to match the changing recreational needs and preferences of the community; Great Places- 2.0 Tourism, 2.6- Improve City Parks.

(1) Origin of request for this action: Staff initiated
(2) Primary staff contact: Mark Beaudreau, Recreation Programs Adm. Ext. 4191
(3) Expiration of contract, if applicable: n/a
(4) Fiscal impact and source of funding: Matching Fund of $30,000 – working capital reserves from City of Pompano Beach and $30,000 from City of Lighthouse Point

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Parks & Recreation | 10-15-15 | Approval | Mark A Beaudreau |
| City Attorney | 10-16-15 | | |
| Finance | 10-15-15 | approval | S. Sibble |
| X City Manager | | | |

ACTION TAKEN BY COMMISSION:

| Ordinance | | Resolution | | Consideration | |
|---|---|---|---|---|---|
| Workshop | | | | | |
| 1st Reading | | 1st Reading | | Results: | Results: |
| 2nd Reading | | | | | |

pompano beach
Florida's Warmest Welcome

# MEMORANDUM

## Parks, Recreation & Cultural Arts

**MEMORANDUM 16-A06**

DATE: October 14, 2015

TO: Dennis Beach, City Manager

FROM: Mark A. Beaudreau, Recreation Programs Administrator MB

SUBJECT: Agenda Item - Resolution – Project Agreement Exchange Club Park Improvements - FIND Project #BR-PB-15-116

Please place the attached resolution on the October 27, City Commission Agenda. The project agreement with the Florida Inland Navigation District (FIND) is for a Waterways Assistance Program Grant for Exchange Club Park Improvements in the amount of $60,000 (Project BR-PB-15-116). The Project Agreement requires the City to provide $60,000 in matching funds. We will be partnering with the City of Lighthouse Point by entering into an interlocal agreement for each municipality to provide $30,000 in matching funds. The City Commission authorized staff to submit the grant application via Resolution 2015-235.

If you have any questions regarding the project agreement please call me at 954-786-4191.

afh

cc: Missy Kitts, Recreation Manager

# City Attorney's Communication #2016-53

October 14, 2015

**TO:** Mark A. Beaudreau, Recreation Programs Administrator

**FROM:** Mark E. Berman, City Attorney

**RE:** Resolution – Exchange Club Park Improvements Project Agreement

Pursuant to your memorandum dated October 13, 2015, Parks, Recreation & Cultural Arts Memorandum No. 16-A04, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PROJECT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE FLORIDA INLAND NAVIGATION DISTRICT ACCEPTING A GRANT NOT TO EXCEED $60,000 FOR THE EXCHANGE CLUB PARK IMPROVEMENTS THROUGH THE FIND WATERWAYS ASSISTANCE PROGRAM; PROVIDING AN EFFECTIVE DATE.**

Please attach the appropriate city signature page to the agreement prior to presenting the Resolution to the City Commission.

MARK E. BERMAN

MEB/jrm
l:cor/recr/2016-53

Attachment

# FLORIDA INLAND NAVIGATION DISTRICT

COMMISSIONERS

J. CARL BLOW
CHAIR
ST. JOHNS COUNTY

DONALD J. CUOZZO
VICE-CHAIR
MARTIN COUNTY

JON NETTS
TREASURER
FLAGLER COUNTY

SUSANNE McCABE
SECRETARY
VOLUSIA COUNTY

E. TYLER CHAPPELL
BROWARD COUNTY

T. SPENCER CROWLEY, III
MIAMI-DADE COUNTY

DON DONALDSON
ST. LUCIE COUNTY

PAUL U. DRITENBAS
INDIAN RIVER COUNTY

CHARLES C. ISIMINGER
PALM BEACH COUNTY

MICHAEL O'STEEN
DUVAL COUNTY

JERRY H. SANSOM
BREVARD COUNTY

LYNN A. WILLIAMS
NASSAU COUNTY

MARK T. CROSLEY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE DIRECTOR

October 9, 2015

Mr. Mark Beaudreau
Recreation Program Administrator, Parks and Recreation
City of Pompano Beach
1801 NE 6th Street
Pompano Beach, FL 33060

RE: Exchange Club Park Improvements
Project # BR-PB-15-116

Dear Mr. Beaudreau:

Enclosed for signature are two original project agreements for your approved Waterways Assistance Program project for fiscal year 2015-2016. Once they have been executed, please return both originals to me for execution by the District. When returning the agreements, you MUST include an executed Exhibit C, Matching Funds Form. DO NOT SEPARATE THE ATTACHMENTS FROM THE AGREEMENT. Incomplete agreements will not be executed.

I will return one fully executed complete original agreement to you for your files. Please be sure to refer to the listed project number in all future correspondence and communication regarding this project. Should you have any questions please contact me.

Sincerely,

Janet Zimmerman
Assistant Executive Director

Received
Date 10-13-15
By: Anne H.

ADMINISTRATIVE OFFICE ON THE INTRACOASTAL WATERWAY IN PALM BEACH COUNTY
1314 MARCINSKI ROAD, JUPITER, FLORIDA 33477-9427 TELEPHONE 561-627-3386 FAX No. 561-624-6480
www.aicw.org

**RESOLUTION NO. 2016- _____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PROJECT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE FLORIDA INLAND NAVIGATION DISTRICT ACCEPTING A GRANT NOT TO EXCEED $60,000 FOR THE EXCHANGE CLUB PARK IMPROVEMENTS THROUGH THE FIND WATERWAYS ASSISTANCE PROGRAM; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement between the City of Pompano Beach and the Florida Inland Navigation District accepting a grant not to exceed $60,000 for the Exchange Club Park Improvements, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the Florida Inland Navigation District.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____ day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

MEB/jrm
10/14/15
l:reso/2016-20

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____

(SEAL)

ASCELETA HAMMOND
CITY CLERK

Approved As To Form:

_____

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

**FLORIDA INLAND NAVIGATION DISTRICT**
**PROJECT AGREEMENT**

PROJECT NO. BR-PB-15-116

This PROJECT AGREEMENT made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the City of Pompano Beach, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT** - Subject to the provisions of this Agreement and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Exchange Club Park Improvements. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at DISTRICT headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this Agreement unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2017 ("PROJECT PERIOD"),** unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2018. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this Agreement beyond September 30, 2017, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than fifty percent (50%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A ("PROJECT COSTS") and meeting the requirements of Paragraph 5 below and shall not, in any event, exceed $60,000.00.

Any modifications to the PROJECT'S Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this Agreement, have provided the DISTRICT with suitable evidence of the availability of such funds using DISTRICT Form #95-01 (Exhibit C) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under the Project Agreement, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B. PROJECT COSTS must be incurred and work performed within the PROJECT PERIOD, with the exception of pre-agreement costs, if any, consistent with Paragraph 6 below, which are also eligible for reimbursement by the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this Project Agreement unless previously delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #90-14) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON

AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of the Agreement, reimbursement for all PROJECTS approved as Phase I projects will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further District funding. Procedures set forth below with respect to reimbursement by the District are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this Agreement.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit E), (4) submission of a photograph of the PROJECT showing the sign required by Paragraph 18 and (5) a Final Project Report as described in Exhibit G. As part of the documentation accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects and surveyors with whom Project Sponsor has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a

DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT facility.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this Agreement by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid, . PROJECT SPONSOR shall refund the full amount of the ASSISTANCE AMOUNT to DISTRICT, whereupon this Agreement, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17 and 20, PROJECT SPONSOR acknowledges that breach by PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach the DISTRICT were required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17 or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific performance and injunctive relief. and for purposes of determining whether to grant an equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm.. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this Project Agreement and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of the Project Agreement, to act on behalf of the PROJECT SPONSOR relative to the provisions of the Project Agreement.

13. **STATUS REPORTS** - The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #95-02 (Exhibit F). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this Agreement.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons as well as all other federal, state and local laws, rules and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING** FACILITIES - Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** - The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for a minimum period of twenty-five (25) years from the completion of the PROJECT, such dedication to be in the form of a deed, lease, management agreement or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the

project entrance of the completed project, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this paragraph shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other type projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by project sponsor, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated 25-year life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its employees, commissioners and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the

PROJECT. The PROJECT SPONSOR may not assign this Agreement nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:
City of Pompano Beach
Attention: Recreation Program Administrator, Parks and Recreation
1801 NE 6th Street
Pompano Beach, FL 33060

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation and performance of this Agreement shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this document, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT, including but not limited to any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____ (SEAL)
ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

_____
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

29. **ENTIRE UNDERSTANDING** - This Agreement, including any exhibits made a part hereof, embodies the entire Agreement and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

WITNESSES:

FLORIDA INLAND NAVIGATION DISTRICT

_____

By: _____
Executive Director

_____

DATE: _____

WITNESSES:

PROJECT SPONSOR

_____

By: _____

Title: _____

_____

DATE: _____

# FLORIDA INLAND NAVIGATION DISTRICT
# ASSISTANCE PROGRAM 2015

## PROJECT COST ESTIMATE
**(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)**

**PROJECT TITLE:** Exchange Club Park Improvements

**APPLICANT:** City of Pompano Beach

| **Project Elements** *(Please list the MAJOR project elements and provide a general cost break out for each one. For Phase I Projects, please list the major elements and products expected)* | **Quantity or Total Estimated Cost** **(Number and/or Footage etc.)** | **Applicant's Cost** | **FIND Cost** |
|---|---|---|---|
| EARTHWORK (Incl. Excavation, fill, base material, final, sod) | 5220 CY (combined) | $40,625.00 | $40.625.00 |
| PARKING (Incl. Asphalt, curbing, striping and signage) | 840 CY (combined) | $10,950.00 | $10,950.00 |
| Design/Testing/Permitting | N/A | $8,425.00 | $8,425.00 |

**** TOTALS =** $ _____ **$ 60,000.00** **$ 60,000.00**

Form No. 90-25 (New 10/14/92, Revised 04-24-06)

Exhibit B

**2015**
**CHAPTER 66B-2**
**WATERWAYS ASSISTANCE PROGRAM**


| | |
|---|---|
| 66B-2.001 | Purpose |
| 66B-2.002 | Forms |
| 66B-2.003 | Definitions |
| 66B-2.004 | Policy |
| 66B-2.005 | Funds Allocation |
| 66B-2.006 | Application Process |
| 66B-2.0061 | Emergency Applications |
| 66B-2.008 | Project Eligibility |
| 66B-2.009 | Project Administration |
| 66B-2.011 | Reimbursement |
| 66B-2.012 | Accountability |
| 66B-2.013 | Acknowledgement |
| 66B-2.014 | Small-Scale Spoil Island Restoration and Enhancement Projects |
| 66B-2.015 | Small-Scale Derelict Vessel Removal Projects |
| 66B-2.016 | Waterways Cleanup Events |


**66B-2.001 Purpose.**
Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.001.*

**66B-2.002 Forms.**
All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.002.*

**66B-2.003 Definitions.**
The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.

(14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.

(18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.

(24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.

(28) "TRIM HEARING" means a public hearing required by Chapter 200, F.S., concerning the tax and budget of the District.

(29) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(30) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain

balance between quality of life and quality of the environment of waterways.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11.*

**66B-2.004 Policy.**

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to "waterways" as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District's waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is

the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History–New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.*

**66B-2.005 Funds Allocation.**

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (A) through (F) Waterways Assistance Program Application and Evaluation Worksheet (effective date 1/2014), hereby incorporated by reference and available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-03568 and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7) and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur

within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more public accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.
Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: All land acquisition projects shall qualify for a maximum of twenty-five (25) percent program funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. All funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility for a minimum period of 25 years after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem

tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History–New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14.*

**66B-2.006 Application Process.**

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and the Waterway Assistance Program Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) (effective date 1/2014) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and the Waterway Assistance Program Project Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated by reference and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Applicants shall obtain the local FIND Commissioner's initials on Form No. 90-26 prior to submitting the application to the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on Form No. 90-26. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management

plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163, F.S., or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application and Evaluation Worksheets No. 91-25 (A) through (F) for Waterways Assistance Program applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications", shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06, 1/2014).

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14.*

**66B-2.0061 Disaster Relief Applications.**

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. The District shall consider these applications in accordance with these rules.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06.*

**66B-2.008 Project Eligibility.**

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging;
2. Public navigation aids and markers;
3. Inlet management projects that are a benefit to public navigation in the District;
4. Public shoreline stabilization directly benefiting the District's waterway channels;
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access;
6. Waterway signs and buoys for safety, regulation or information;
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities;
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities;
9. Derelict Vessel Removal;

10. Waterways related environmental education programs and facilities;

11. Public fishing and viewing piers;

12. Public waterfront parks and boardwalks and associated improvements;

13. Maritime Management Planning;

14. Waterways boating safety programs and equipment;

15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and

16. Environmental restoration, enhancement or mitigation projects; and

17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat;

2. Restrooms for non-waterway users;

3. Roadways providing access to non-waterway users;

4. Parking areas for non-waterway users;

5. Utilities for non-waterway related facilities;

6. Lighting for non-waterway related facilities;

7. Project maintenance and maintenance equipment;

8. Picnic shelters and furniture;

9. Vehicles to transport vessels; and

10. Operational items such as fuel, oil, etc.

11. Office space that is not incidental and necessary to the operation of the main eligible public building; and

12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and

13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:

a. Project management, administration and inspection;

b. Design, permitting, planning, engineering or surveying costs for completed construction project;

c. Restoration of sites disturbed during the construction of an approved project;

d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1. above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting vessels are eligible for a maximum of $60,000 in initial District funding. Marine law enforcement and other vessels are eligible for a maximum of $30,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 25 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental

entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the District's final TRIM hearing. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Should the environmental permitting element of an application that has construction elements requiring state or federal environmental permits or authorizations not be completed by the District's final TRIM hearing, the construction portion of the project will not be considered for funding. Whereby funding decisions are completed at the final TRIM hearing, the District will not deviate from the funding schedule to accommodate any application deficiency.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation

credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.*

**66B-2.009 Project Administration.**

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report", dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and

available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14.*

**66B-2.011 Reimbursement.**

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11.*

**66B-2.012 Accountability.**

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.*

**66B-2.013 Acknowledgement.**

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.*

**66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.**

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to $7,500 per project, not to exceed $22,500 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will not be counted by the District as exceeding $10.00 per hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

(5) Hold Harmless Waiver: All volunteers, who are not government employees, shall sign a hold harmless waiver Form No. 02-01 (New 7-30-02) as approved by the District and hereby incorporated by reference and available from the District office.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 7-30-02, Amended 4-24-06, 3-7-11.*

Exhibit B

**66B-2.015 Small-Scale Derelict Vessel Removal Projects.**

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $30,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14.*

**66B-2.016 Waterways Cleanup Events.**

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to $5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, on-line, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

# Exhibit B

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional $5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional $1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 3-7-11.*

**EXHIBIT C**

**FLORIDA INLAND NAVIGATION DISTRICT**

**ASSISTANCE PROGRAM**

**Matching Funds Certification**

Sponsor: City of Pompano Beach

Project Title: Exchange Club Park Project #: BR-PB-15-116

I hereby certify that the above referenced project Sponsor, as of October 01, 20__, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated _____.*

Project Liaison Name: Robert A McCaughan

Project Liaison Signature: Robert A McCaughan

Date: 10/15/15

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 95-01
New 9/9/95 (revised 7-30-02)

EXHIBIT D

# FLORIDA INLAND NAVIGATION DISTRICT
# ASSISTANCE PROGRAM
# PAYMENT REIMBURSEMENT REQUEST FORM

PROJECT NAME: _____ PROJECT #:_____

PROJECT SPONSOR: _____ BILLING #:_____

| | | |
|---|---|---|
| Amount of Assistance | | _____ |
| All Funds Previously Requested | - | _____ |
| Balance Available | = | _____ |
| | | |
| Funds Requested | | _____ |
| Less Retainage (-10% unless final) | - | _____ |
| Check Amount | = | _____ |
| | | |
| Balance Available | | _____ |
| Less Check Amount | - | _____ |
| Balance Remaining | = | _____ |

## SCHEDULE OF EXPENDITURES

| Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A") | Vendor Name | Check No. and Date | Total Cost | Applicant Cost | FIND Cost |
|---|---|---|---|---|---|



(NOTE: Signature Required on Page 2)

## EXHIBIT D (CONTINUED)

## SCHEDULE OF EXPENDITURES

| Expense Description **(Should correspond to Cost Estimate Sheet Categories in Exhibit "A")** | Vendor Name | Check No. and Date | Total Cost | Applicant Cost | FIND Cost |
|---|---|---|---|---|---|

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison

Date

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

# EXHIBIT G
# ASSISTANCE PROJECT SCHEDULE

**OCTOBER 2015 -** Project Agreement Executed, Project Initiates.

**DECEMBER 30, 2015 -** First Quarterly Report Due.
http://www.aicw.org/wapapp_pdf.jhtml?method=view&wapapp_pdf.id=1

**MARCH 15, 2016 -** Second Quarterly Report Due.

**JUNE 30, 2016 -** Third Quarterly Report Due.

**SEPTEMBER 15, 2016 -** Fourth Quarterly Report Due.

**DECEMBER 30, 20156 -** Fifth Quarterly Report Due.

**MARCH 15, 2017 -** Sixth Quarterly Report Due.

**JUNE 30, 2017 -** Seventh Quarterly Report Due.

***NOTE: If the project will not be completed and all close out paperwork submitted by September 1st, a request for a 1-year extension of the completion date of the project should be submitted with the June 2017 quarterly report.***

**SEPTEMBER 01, 2017 -** Closeout paperwork due. http://aicw.org/closeout_wap.jsp
Closeout paperwork consists of :

- Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), which certifies that the project was completed in accordance with the project agreement and the final project plans.
- A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
- Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
- Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
- A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

**SEPTEMBER 30, 2017 -** District finishes processing closeout paperwork, performs project inspection and submits final reimbursement check with check presentation to sponsor.

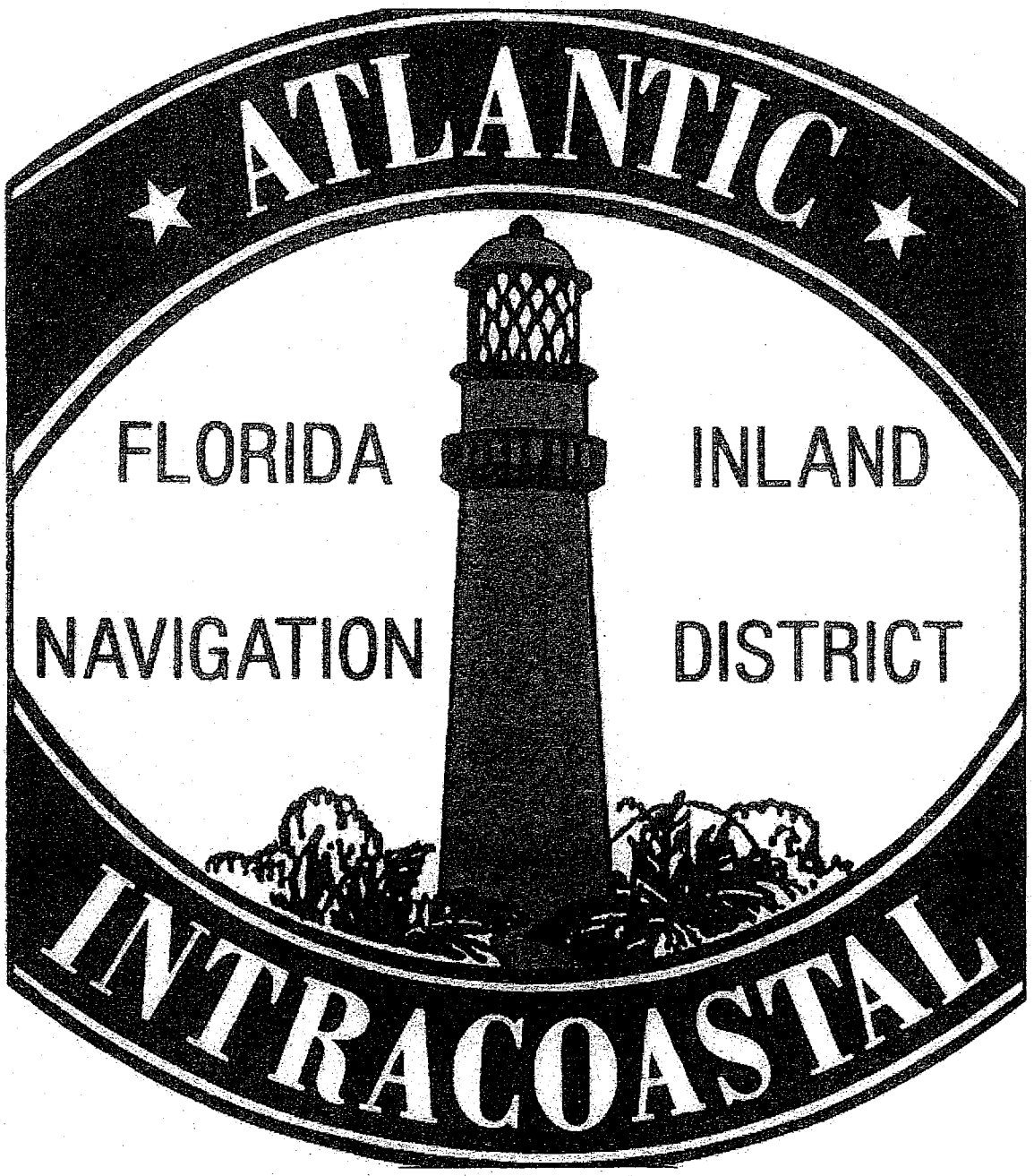
---

*NOTE: ANY MODIFICATIONS to the PROJECT shall require advance notice and prior written approval of the District. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.*

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Paragraph 13 of the project agreement.**

# EXHIBIT H

http://www.aicw.org/bids.jhtml?method=listByCat_id&bids.cat_id=4



**CITY OF LIGHTHOUSE POINT**
**FLORIDA**

**RESOLUTION NO. 2015 – 2010**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIGHTHOUSE POINT, FLORIDA, SUPPORTING A MATCHING GRANT APPLICATION FROM THE CITY OF POMPANO BEACH TO THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) FOR IMPROVEMENTS AT EXCHANGE CLUB PARK; APPROVING A 25% FUNDING SHARE OF THE PROJECT IN THE AMOUNT OF $30,000; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Lighthouse Point supports a matching grant application from the City of Pompano Beach to participate in the 2015 Waterways Assistance Program to provide for improvements at Exchange Club Park; and,

**WHEREAS**, the City of Pompano Beach is the lead agency and applicant for the grant application; and,

**WHEREAS**, a copy of said grant application is attached to this Resolution and the City Commission approves a 25% funding share of the project in the amount of $30,000.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LIGHTHOUSE POINT, FLORIDA, THAT:**

**Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

**Section 2.** The terms and provisions of said application have been reviewed by the Lighthouse Point City Commission and hereby approves a 25% funding share of the project in the amount of $30,000.

**Section 3.** The City Clerk is authorized to forward a copy of this Resolution to the City of Pompano Beach for inclusion with the grant application that will be submitted to the Florida Inland Navigation District.

**Section 4.** That this Resolution shall become effective immediately upon its passage and adoption.

**CITY OF LIGHTHOUSE POINT**
**FLORIDA**

**RESOLUTION NO. 2015 – 2010**

**PASSED** this 24th day of March, 2015.

BY: _____
Michael S. Long, Commission President

ATTESTED

BY: _____
Jennifer M. Oh, City Clerk

APPROVED

BY: _____
Office of the City Attorney

| | Yes | No | Absent |
|---|---|---|---|
| Commission President Long | | x | |
| Commission Vice President Van Buskirk | x | | |
| Commissioner Joffe | x | | |
| Commissioner Johnson | x | | |
| Commissioner Maucker | x | | |

Meeting Date: October 27, 2015 Agenda Item 12

REQUESTED COMMISSION ACTION:

| X | Consent | | Ordinance | X | Resolution | | Consideration/ Discussion | | Presentation |
|---|---|---|---|---|---|---|---|---|---|

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND WOMEN IN DISTRESS OF BROWARD COUNTY, INC., PROVIDING FOR THE FUNDING AND ADMINISTRATION OF CDBG FUNDS IN THE AMOUNT OF. $12,500 AND PROVIDING AN EFFECTIVE DATE

## Summary of Purpose and Why:

Women in Distress of Broward County, Inc. was approved as part of the CDBG Annual Action Plan by the City Commission for the FY 2015-2016 funding year. This project will provide assistance for services to domestic violence victims who are residents of Pompano Beach. The funding will assist with provision of, among other things, emergency shelter nights; counseling and support groups; transitional support and education/awareness programs

(1) Origin of request for this action: Office of Housing and Urban Improvement
(2) Primary staff contact: Mark Korman/Miriam Carrillo, Director Ext. 4656
(3) Expiration of contract, if applicable: September 30, 2016
(4) Fiscal impact and source of funding: CDBG Funds in the amount of $12,500

| DEPARTMENTAL COORDINATION | | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| OHUI | 10/15/15 | Approval | M. Korman for M. Carrillo |
| City Attorney | 10/20/15 | | |
| Finance | 10/15/15 | approval | S. Sibble |

X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | | Resolution | | Consideration | |
|---|---|---|---|---|---|
| Workshop | | | | | |
| 1st Reading | | 1st Reading | | Results: | Results: |
| 2nd Reading | | | | | |

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND WOMEN IN DISTRESS OF BROWARD COUNTY, INC. PROVIDING FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a SUBRECIPIENT Agreement between the City of Pompano Beach and Women In Distress of Broward County, Inc., Inc. providing for the Funding and Administration of Community Development Block Grant Projects, a copy of which Agreement is attached hereto and is incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Women In Distress of Broward County, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

# CITY OF POMPANO BEACH, FLORIDA
# COMMUNITY DEVELOPMENT BLOCK GRANT
# PUBLIC SERVICE PROGRAMS AGREEMENT

**THIS AGREEMENT** (hereinafter the "Agreement") is entered into this ____**day of** _____, **2015**, between the City of Pompano Beach, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY") and **Women in Distress of Broward County, Inc.**, a Florida not for profit corporation (hereinafter referred to as the "SUBRECIPIENT").

| | |
|---|---|
| **FUNDING SOURCE:** | **Community Development Block Grant Funds** |
| **AMOUNT:** | **$12,500.00** |
| **TERM OF THE AGREEMENT:** | **October 1, 2015 - September 30, 2016** |
| **IDIS NUMBER (to be completed by the City):** | |
| **DUNS NUMBER:** | **096089552SFU** |
| **CDFA NUMBER:** | **14.218** |

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

## ARTICLE I
## EXHIBITS AND DEFINITIONS

1.1 EXHIBITS. Attached hereto and forming a part of this Agreement are the following Exhibits:

| | |
|---|---|
| Exhibit A | Resolution Authorizing Execution of this Agreement |
| Exhibit B | Work Program |
| Exhibit C | Compensation and Budget Summary |
| Exhibit D | Certification Regarding Lobbying Form |
| Exhibit E | Certification Regarding Debarment, Suspension and other Responsibility Matters (Primary Covered Transactions Form). |
| Exhibit F | Crime Entity Affidavit |

1.2 DEFINED TERMS. As used herein the following terms shall mean:

| | |
|---|---|
| Act or 24 CFR 570 | Title I of the Housing and Community Development Act of 1974, as amended. |
| Agreement Records: | Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the SUBRECIPIENT or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys. |
| CDBG Program: | Community Development Block Grant Program. |
| CDBG Requirements: | The requirements contained in 24 CFR Part 570, Rule 9I of the Florida Administrative Code and as established by the City of Pompano Beach, Florida. |
| Department: | The City of Pompano Beach Office of Housing and Urban Improvement. |
| Federal Award: | Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement. |
| Low-and-Moderate Income Person: | A member of a low- or moderate-income family whose income is within specific income levels set forth by U.S. HUD. |
| U.S. HUD or HUD: | The United States Department of Housing and Urban Development. |

## ARTICLE II

## BASIC REQUIREMENTS

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY's execution of this Agreement:

2.1 The Work Program submitted by the SUBRECIPIENT to the CITY which shall become attached hereto as Exhibit B to this Agreement and shall include the following:

2.1.1 The description section shall detail the activities to be carried out by the SUBRECIPIENT. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG Funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.

2.1.2 The schedule of activities and measurable objectives plays an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the SUBRECIPIENT under this Agreement.

2.2 The Budget Summary attached hereto as Exhibit C, which shall include: completion of the SUBRECIPIENT'S Itemized Budget, Cost Allocation, Budget Narrative, Staff Salaries Schedule and a copy of all subcontracts.

2.3 A list of the SUBRECIPIENT'S present officers and members of the Board (names, addresses and telephone numbers).

2.4 A list of key staff persons (with their titles) who will carry out the Work Program.

2.5 Completion of an Authorized Representative Statement.

2.6 Completion of a Statement of Accounting System.

2.7 A copy of the SUBRECIPIENT'S corporate personnel policies and procedures.

2.8 Job description and resumes for all positions funded in whole or in part under this Agreement.

2.9 A letter accepting the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" and Lead Based Paint Regulations 24 CFR Part 35.

2.10 Copy of the SUBRECIPIENT'S last federal income tax return (IRS Form 990).

2.11 The following corporate documents:

(i) Bylaws, resolutions, and incumbency certificates for the SUBRECIPIENT, certified by the SUBRECIPIENT'S Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY.

2.12 ADA Certification.

2.13 Drug Free Certification.

2.14 All other documents reasonably required by the CITY.

## ARTICLE III

## TERMS AND PROCEDURES

3.1 CITY AUTHORIZATION:

For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided in this Agreement.

3.2 EFFECTIVE DATE AND TERM:

This Agreement shall begin upon the date of execution **and end on September 30, 2016**.

3.3 OBLIGATIONS OF SUBRECIPIENT:

The SUBRECIPIENT shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and as set forth by HUD and the CITY.

3.4 LEVEL OF SERVICE:

Should start-up time for the Work Program be required or in the event of the occurrence of any delays in the activities thereunder, the SUBRECIPIENT shall immediately notify the Department in writing, giving all pertinent details and indicating when the Work Program shall begin and/or continue. It is understood and agreed that the SUBRECIPIENT shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any activities funded through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

## ARTICLE IV

## CDBG FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 COMPENSATION

The amount of compensation payable by the City to the Project Sponsor shall be based on the rates, schedules and conditions described in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement."

4.2 INSURANCE:

At all times during the term hereof, the SUBRECIPIENT shall maintain insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the SUBRECIPIENT shall furnish to the CITY original certificates of insurance indicating that the SUBRECIPIENT is in compliance with the provisions of this Article. The insurance shall list CITY as an additional insured.

4.2.1 SUBRECIPIENT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. SUBRECIPIENT shall not commence work until the required insurance is in force and evidence of insurance acceptable to CITY has been provided to, and approved by, CITY. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, SUBRECIPIENT shall provide CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

4.2.2 Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: $ 1,000,000 Each Accident

$ 1,000,000 Disease -Policy Limit

$ 1,000,000 Disease -Each Employee

If applicable, SUBRECIPIENT may, alternatively, submit its signed acknowledgement on a form provided by CITY that it has fewer than four employees, has elected not to purchase Worker's Compensation insurance to cover those employees, and has posted notice(s) declaring the absence of Worker's Compensation Insurance coverage, as required by the State of Florida.

4.2.3 General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured -Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$ 300,000 General Aggregate

$ 200,000 Products/Completed Operations Aggregate

$ 200,000 Personal and Advertising Injury

$ 200,000 Each Occurrence

4.2.4 Automobile Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for automobile liability, SUBRECIPIENT shall procure Automobile Liability Insurance. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 300,000 Each Occurrence -Bodily Injury and Property/Damage Combined

4.2.5 Professional Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for sources of liability out of the rendering or failure to render those services, SUBRECIPIENT shall procure Professional Liability Insurance. Such insurance shall be on a form acceptable to CITY

and shall cover SUBRECIPIENT for those sources of liability arising out of the rendering or failure to render the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 300,000 Each Claim/Annual Aggregate

4.2.6 The insurance provided by SUBRECIPIENT shall apply on a primary basis. Any insurance, or self-insurance, maintained by the SUBRECIPIENT shall be excess of, and shall not contribute with, the insurance provided by SUBRECIPIENT. Except as otherwise specified, no deductible or self-insured retention is permitted.

4.2.7 Neither approval nor failure to disapprove insurance furnished by SUBRECIPIENT shall relieve SUBRECIPIENT from responsibility to provide insurance as required by this Agreement.

4.2.8 SUBRECIPIENT shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

4.2.9 SUBRECIPIENT'S failure to obtain, pays for, or maintains any required insurance shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, CITY may use the services of another SUBRECIPIENT or SUBRECIPIENTs, without CITY'S incurring any liability to SUBRECIPIENT.

4.3 FINANCIAL ACCOUNTABILITY:

The CITY reserves the right to audit the records of the SUBRECIPIENT at any time during the performance of this Agreement and for a period of three years after its expiration/termination. The SUBRECIPIENT agrees to provide all financial and other applicable records and documentation of services to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice which are found by the CITY, on the basis of such audit, not to constitute allowable expenditures. Any payments made to the SUBRECIPIENT are subject to reduction for overpayments on previously submitted invoices.

4.4 RECAPTURE OF FUNDS:

The CITY reserves the right to recapture funds in the event that the SUBRECIPIENT shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the direction of the federal, state and local agencies.

4.5 CONTINGENCY CLAUSE:

Funding pursuant to this Agreement is contingent on the availability of funds and continued authorization for CDBG Program activities, and is also subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or changes in regulations.

## ARTICLE V

## AUDIT

5.1 As a necessary part of this Agreement, the SUBRECIPIENT shall adhere to the following audit requirements:

5.1.1 If the SUBRECIPIENT expends $750,000 or more in the fiscal year it shall have a single audit or program specific audit conducted for that year. The audit shall be conducted in accordance with GAGAS and the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

The audit shall determine whether the financial statements are presented fairly in all material respects in conformity with generally accepted accounting principles.

In addition to the above requirements, the auditor shall perform procedures to obtain an understanding of internal controls and perform sufficient testing to ensure compliance with the procedures. Further the auditor shall determine whether the SUBRECIPIENT has complied with laws, regulations and the provisions of this Agreement.

A reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period. The reporting package will include the certified financial statements and schedule of expenditures of Federal Awards; a summary schedule of prior audit findings; the auditor's report and the corrective action plan. The auditor's report shall include:

a) an opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of

Federal Awards is presented fairly in all material respects in relation to the financial statements taken as a whole.

b) a report on internal controls related to the financial statements and major programs. This report shall describe the scope of testing of internal controls and the results of the test, and, where applicable, refer to the separate schedule of findings and questioned costs.

c) a report on compliance with laws, regulations, and the provisions of contracts and/or this Agreement, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion (or disclaimer of opinion) as to whether the SUBRECIPIENT complied with the laws, regulations, and the provisions of contracts and this Agreement which could have a direct and material effect on the program and, where applicable, refer to the separate schedule of findings and questioned costs.

d) a schedule of findings and questioned cost which shall include the requirements of the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

5.1.2 If the SUBRECIPIENT expends less than $750,000 in the fiscal year it is exempted from Federal audit requirements for that year and, consequently, the audit cost is not a reimbursable expense. The City, however, may request the SUBRECIPIENT to have a limited scope audit for monitoring purposes. These limited scope audits will be paid for and arranged by the City and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

All reports presented to the City shall, where applicable, include sufficient information to provide a proper perspective for judging the prevalence and consequences of the findings, such as whether an audit finding represents an isolated instance or a systemic problem. Where appropriate, instances identified shall be related to the universe and the number of cases examined and quantified in terms of dollar value.

## ARTICLE VI

## RECORDS AND REPORTS

6.1 The SUBRECIPIENT shall establish and maintain sufficient records to enable the CITY to determine whether the SUBRECIPIENT has met the requirements of the CDBG Program.

At a minimum, the following records shall be maintained by the SUBRECIPIENT:

6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical locus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Subrecipient shall comply with Florida's Public Records Law. Specifically, the Subrecipient shall:

Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Subrecipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

The failure of Subrecipient to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the SUBRECIPIENT may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of "low- and moderate-income person" and "low- and moderate-income household" as set forth in 24 CFR 570.3; or, the SUBRECIPIENT may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the SUBRECIPIENT may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be "low- and moderate-income persons" based upon HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

(i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.

(ii) For each activity determined to benefit low- and moderate-income persons based on the area served by the activity:

(a) The boundaries of the service area;

(b) The income characteristics of families and unrelated individuals in the service area; and

(c) If the percent of low- and moderate-income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii);

(iii) For each activity determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low- and moderate-income persons:

(a) Documentation establishing that the facility or service is designed for and used by senior citizens, disabled persons, battered spouses, abused children, the homeless, illiterate persons, or migrant farm workers, for which the regulations provide presumptive benefit to low- and moderate-income persons; or

(b) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low- and moderate-income persons; or

(c) Data showing the size and annual income of the household of each person receiving the benefit.

6.1.3 Equal Opportunity Records containing:

(i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

(ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

6.2.1 The Department shall have the authority to review the SUBRECIPIENT'S records, including Project and programmatic records and books of account, for a period of three (3) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the expiration of the Retention Period.

The SUBRECIPIENT shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided thereunder. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records.

The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY, federal personnel and any other personnel duly authorized by the CITY.

6.2.2 The SUBRECIPIENT shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall in its sole discretion determine when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement

6.2.3 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The SUBRECIPIENT shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The SUBRECIPIENT shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

6.3 PROVISION OF RECORDS:

6.3.1 At any time upon request by the Department, the SUBRECIPIENT shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the SUBRECIPIENT receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 MONITORING:

The SUBRECIPIENT shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the SUBRECIPIENT which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the SUBRECIPIENT. Following such inspection or interviews, the Department will deliver to the SUBRECIPIENT a report of its findings. The SUBRECIPIENT will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the SUBRECIPIENT'S justification is acceptable.

At the request of the CITY, the SUBRECIPIENT shall transmit to the CITY written statements of the SUBRECIPIENT's official policies on specified issues relating to the SUBRECIPIENT's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the SUBRECIPIENT shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received

by the CITY or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 RELATED PARTIES:

The SUBRECIPIENT shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party transaction. The term "related-party transaction" includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the SUBRECIPIENT is responsible for appointing memberships. The SUBRECIPIENT shall report this information to the Department upon forming the relationship, or if already formed, shall report such relationship prior to or simultaneously with the execution of this Agreement. Any supplemental information shall be promptly reported to the Department.

## ARTICLE VII

## OTHER CDBG PROGRAM REQUIREMENTS

7.1 The SUBRECIPIENT shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201.

7.2 The SUBRECIPIENT shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low and moderate-income persons.

7.3 The SUBRECIPIENT shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.

7.4 The SUBRECIPIENT shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the SUBRECIPIENT in adhering to the provisions of this Agreement. Representatives of the SUBRECIPIENT shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.

7.5 SUBRECIPIENT shall, to the greatest possible, give low-and-moderate-income residents of the service areas opportunities for training and employment.

7.6 NON-DISCRIMINATION:

The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status, sexual orientation or handicap in connection with the activities and/or the Work Program or its performance under this Agreement.

Furthermore, the SUBRECIPIENT agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status, sexual orientation or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.7 The SUBRECIPIENT shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).

7.8 The Subrecipient and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.

7.9 The SUBRECIPIENT shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010 incorporated herein as part of this Agreement.

7.10 UNIFORM ADMINISTRATIVE REQUIREMENTS. The SUBRECIPIENT shall comply with the requirements and standards of the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

7.11 RELIGIOUS ORGANIZATIONS/CONSTITUTIONAL PROHIBITION. If the SUBRECIPIENT is or was created by a religious organization, the SUBRECIPIENT agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j).

In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, as provided in 24 CFR Part 570.200(j). The SUBRECIPIENT shall comply with those requirements and prohibitions when entering into subcontracts.

7.12 REVERSION OF ASSETS. Upon expiration/termination of this Agreement, the SUBRECIPIENT must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.

7.13 ENFORCEMENT OF THIS AGREEMENT. Any violation of this Agreement that remains uncured thirty (30) days after the SUBRECIPIENT'S receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the SUBRECIPIENT materially fails to comply with the

terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 24 CFR Part 85.43, as set forth more fully below in Article IX of this Agreement.

7.14 The SUBRECIPIENT shall not assume the CITY's environmental responsibilities described at 24 CFR 570.604 of the CDBG Program regulations or the CITY's responsibility for initiating the review process under Executive Order 12372.

## ARTICLE VIII

## PROGRAM INCOME

8.1 Program income means gross income received by the SUBRECIPIENT which has been directly generated from the use of the CDBG Funds. When such income is generated by an activity that is only partially assisted with the CDBG Funds, the income shall be prorated to reflect the percentage of CDBG Funds used. Program income generated by CDBG funded activities shall be used only to undertake those activities specifically approved by the CITY on and for the Work Program. All provisions of this Agreement shall apply to such activities. Any program income on hand when this Agreement expires/terminates or received after such expiration/termination shall be paid to the CITY, as required by 24 CFR 570.503(b) (7) of the CDBG Program regulations.

The SUBRECIPIENT shall submit to the CITY monthly a Program Income Report and a Work Program Status Report. The Program Income Report shall identify CDBG activities in which income was derived and how income has been utilized.

8.2 REPAYMENTS. Any interest or other return on the investment of the CDBG Funds shall be remitted to the CITY on a monthly basis. Any CDBG Funds funded to the SUBRECIPIENT that do not meet the eligibility requirements, as applicable, must be repaid to the CITY.

## ARTICLE IX

## REMEDIES, SUSPENSION, TERMINATION

9.1 REMEDIES FOR NONCOMPLIANCE. The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the SUBRECIPIENT, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the SUBRECIPIENT an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the SUBRECIPIENT that any payment made in accordance with this Agreement to the SUBRECIPIENT shall be made only if the SUBRECIPIENT is not in default under the terms of this Agreement. If the SUBRECIPIENT is in default, the CITY shall not be obligated and shall not pay to the SUBRECIPIENT any sum whatsoever.

If the SUBRECIPIENT materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

9.1.1 Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT, or such more severe enforcement action as the CITY determines is necessary or appropriate.

9.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.

9.1.3 Wholly or partly suspend or terminate the current CDBG Funds awarded to the SUBRECIPIENT.

9.1.4 Withhold further CDBG grants and/or loans for the SUBRECIPIENT.

9.1.5 Take all such other remedies that may be legally available.

9.2 SUSPENSION:

9.2.1 The Department may, for reasonable cause temporarily suspend the SUBRECIPIENT'S operations and authority to obligate funds under this Agreement or withhold payments to the SUBRECIPIENT pending necessary corrective action by the SUBRECIPIENT, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:

(i) Ineffective or improper use of the CDBG Funds by the SUBRECIPIENT;

(ii) Failure by the SUBRECIPIENT to materially comply with any term or provision of this Agreement;

(iii) Failure by the SUBRECIPIENT to submit any documents required by this Agreement; or

(iv) The SUBRECIPIENT'S submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the SUBRECIPIENT'S authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the SUBRECIPIENT in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in person delivery with proof of delivery. The notification will include the reason(s) for such action, any conditions relating to the action taken, and the necessary corrective action(s).

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY'S funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four (24) hours prior notice in writing to the SUBRECIPIENT. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. In the event that the CITY'S funding source reduces the CITY'S entitlement under the CDBG Program, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the SUBRECIPIENT pursuant to this Agreement.

9.3.2 Termination for Breach.

The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion that the SUBRECIPIENT is not materially complying with any term or provision of this Agreement.

The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever of the SUBRECIPIENT to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.

9.3.3 Unless the SUBRECIPIENT'S breach is waived by the Department in writing, the Department may, by written notice to the SUBRECIPIENT, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

## ARTICLE X

## MISCELLANEOUS PROVISIONS

10.1 INDEMNIFICATION. The SUBRECIPIENT shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the SUBRECIPIENT'S activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the SUBRECIPIENT and/or any persons acting for or on its behalf, and from and against any relevant orders, judgments, or decrees which may be entered against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

10.2 AMENDMENTS. No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications shall be approved by the Department in writing.

10.3 OWNERSHIP OF DOCUMENTS. All documents developed by the SUBRECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the City. The SUBRECIPIENT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

It is further understood by and between the parties that any document which is given by the CITY to the SUBRECIPIENT pursuant to this Agreement shall at all times remain the property of the CITY and shall not be used by the SUBRECIPIENT for any other purpose whatsoever without the prior written consent of the CITY.

10.4 AWARD OF AGREEMENT. The SUBRECIPIENT warrants that is has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

10.5 NON-DELEGABILITY. The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY'S prior written consent which may be granted or withheld in the CITY'S sole discretion.

10.6 CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and enforced according to the laws of the State of Florida.

10.7 CONFLICT OF INTEREST.

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

SUBRECIPIENT is aware of the conflict of interest laws for any CDBG activities as per 24 CFR, Part 570.611, which states that anyone controlling or influencing any CDBG activities may not: (a) obtain personal or financial interest or benefits, including money, favors, gratuities, entertainment or anything of value that might be interpreted as conflict of interest; (b) obtain a direct or indirect interest in any contract, subcontract or agreement for any CDBG activity. This prohibition extends to contracts in which your spouse, minor child, dependent or business associate may have personal or financial interest.

This prohibition extends for a one-year period after you leave a position with a CDBG activity or project; (c) request for exceptions which may enhance the effectiveness of the CDBG project must be made in writing to the CITY and approved by HUD.

In addition, no board members, employees, or any GRANTEE representative may simultaneously serve on the CITY's Community Development Advisory Committee.

10.7.2 The SUBRECIPIENT is aware of the conflict of interest laws of the City of Pompano Beach and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement. The SUBRECIPIENT shall comply with the standards contained within the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

10.8 HATCH ACT. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

10.9 NO OBLIGATION TO RENEW. Upon expiration of the term of this Agreement, the SUBRECIPIENT agrees and understands that the CITY has no obligation to renew this Agreement.

10.10 ENTIRE AGREEMENT:

This instrument and its attachments constitute the only Agreement of the parties hereto relating to the CDBG Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

10.11 GENERAL CONDITIONS.

10.11.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in person delivery or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time, upon notice in writing. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY OF POMPANO BEACH

Miriam Carrillo, Director
Office of Housing and Urban Improvement
100 W. Atlantic Blvd., Suite 220
PO Box 1300
Pompano Beach, Florida 33061

SUBRECIPIENT

Delores Deferrari
Women in Distress of Broward County, Inc.
4700 NW 3rd Avenue
Deerfield Beach, Florida 33064

10.11.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.11.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.

10.11.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.11.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the United States of America, State of Florida or the City of Pompano Beach, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.12 INDEPENDENT CONTRACTOR. THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.

10.13 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.14 SUBRECIPIENT CERTIFICATION. The SUBRECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with this Agreement and to provide such information as may be required by this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized on the date above written.

"**SUBRECIPIENT**"

**Women in Distress of Broward County, Inc., a Florida not-for-profit corporation**

Witnesses:

Kaitlin Gill
Printed Name

Tiffy Sherman
Printed Name

By: Mary Riedel
Signature

Mary Riedel
Name Printed, Typed or Stamped

Title: President + CEO

(SEAL)

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 13th day of October, 2015 by Mary Riedel, as President and CEO of Women in Distress, a Florida non-profit corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

DIANE E. PENHA-SMITH
Notary Public - State of Florida
My Comm. Expires Mar 21, 2018
Commission # FF 086823

Diane Penha Smith
NOTARY PUBLIC, STATE OF FLORIDA

Diane E. Penha-Smith
(Name of Acknowledger Typed, Printed or Stamped)

# FF 086823
Commission Number

Initials MRK

"CITY":

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH
CITY MANAGER

Attest:

_____ (SEAL)
ASCELETA HAMMOND
CITY CLERK

Approved As To Form:

_____
MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

EXHIBIT A

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND WOMEN IN DISTRESS OF BROWARD COUNTY, INC. PROVIDING FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a SUBRECIPIENT Agreement between the City of Pompano Beach and Women In Distress of Broward County, Inc., Inc. providing for the Funding and Administration of Community Development Block Grant Projects, a copy of which Agreement is attached hereto and is incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Women In Distress of Broward County, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

# Exhibit B - Work Plan

**Women In Distress of Broward County, Inc.**
**Scope of Work**

The scope of work for the Emergency Shelter program funding request is to supplement the cost of providing 132 emergency shelter nights and supportive services to victims of domestic violence in the Pompano Beach community.

Women In Distress will provide the resources survivors will need to:

- Recover from the traumatic effects of victimization in a safe, secure environment
- Learn about the dynamics of power and control and the difference between healthy and unhealthy relationships
- Gain knowledge about the services and resources available to them
- Recognize the effects that domestic violence has on children, and ultimately reduce the cycle of violence in future generations
- Transition out of the emergency shelter into a safe, self-determined and self-sufficient life
- Transition out of the emergency shelter into a safe, self-determined and self-sufficient life
- Gain economic self-sufficiency
- Obtain job placement and relocation assistance

## PART D - PROGRAM DESCRIPTION *(PLEASE LIMIT NARRATIVE RESPONSES TO 200 WORDS)*

**Provide an overview of the program that seeks CDBG funding:**

Funding from the City of Pompano Beach will allow Women In Distress to provide emergency shelter and supportive services to Pompano Beach residents who are victims of domestic violence. At a cost of $94.00 per emergency shelter night, this funding will provide 319 nights of housing from October 1, 2015 through September 30, 2016.

At the core of our mission, the Emergency Shelter program provides safe housing, counseling, therapy, transitional assistance, as well as food and clothing at no cost. Pompano Beach residents can access the emergency shelter 24 hours a day, 7 days a week.

Approximately 90% of the individuals served are low/moderate income level, in accordance with the Department of Housing and Urban Development's definition, and battered spouses are considered a presumed benefit clientele.

Last fiscal year, 2,985 emergency shelter nights were provided to 38 Pompano Beach residents, which was a 20% increase in shelter services when compared to the previous year. The Pompano Beach CDBG generously awarded $15,000 to WID, which supplemented the total cost of $280,590 in shelter services provided to Pompano Beach residents.

**Described how the requested CDBG funds will be utilized within the program; list ALL activities for which the CDBG funds will be used (salaries/fringes, rehabilitation costs, direct assistance, etc.)**

Funding from the City of Pompano Beach CDBG will be utilized to supplement the operating cost of providing the following services to Pompano Beach residents:

- *Emergency Shelter:* 132 emergency shelter nights will be provided to Pompano Beach residents and their children. Basic needs such as food, clothing and household items are provided at no cost. Shelter is available for up to 90 days, although extensions are provided when needed.
- *Safety Planning:* Advocates will work with individuals to create a personalized safety plan including how to remain safe when going to work and maintaining children's safety at school, etc.
- *Counseling and Support Groups:* One on one counseling and support groups will be available to individuals and families, allowing them to explore and heal from their experiences in a safe environment.
- *Transitional Support:* Advocates will assist participants as they transition to self-sufficient living by identifying goals, working to create safety plans, accessing community resources and more. Transitional assistance can include: rental and down payment assistance, car payments, utility assistance, and short-term housing allowance assistance.
- *Education and Awareness:* Individuals and/or families will receive information on domestic violence, such as the difference between healthy and unhealthy relationships to prevent further occurrences of domestic abuse.

**Complete the following table to demonstrate that portion of the requested CDBG award will fund each activity described above:**

# EXHIBIT C

## COMPENSATION AND BUDGET SUMMARY

## Women In Distress of Broward County, Inc.

A. **All payments shall be in the form of reimbursements for program services provided. SUBRECIPIENT will be paid according to the approved budget submitted to the CITY for the specific program. The budget determined for Women In Distress of Broward County, Inc. for the funding period beginning October 1, 2015 through September 30, 2016 is attached and hereby incorporated and made part of Exhibit C.**

The City shall pay Women In Distress of Broward County, Inc. (hereinafter referred to as the "SUBRECIPIENT") as maximum compensation for the services required pursuant to this Agreement the sum of **$12,500.00**.

B. During the term hereof and for a period of one (1) year following the date of the last payment made hereunder, the CITY shall have the right to review and audit the time records and related records of the SUBRECIPIENT pertaining to any payments by the CITY.

C. Requests for payment should be made at least on a monthly basis, by the 15th of the month. Reimbursement requests should be submitted to the City within thirty (30) calendar days after the indebtedness has been incurred on the reimbursement request form provided by the Office of Housing and Urban Improvement.

D. The SUBRECIPIENT must submit the final request for payment to the City within 30 calendars days following the expiration date or termination date of this Agreement on a form a provided by the Office of Housing and Urban Improvement. If the SUBRECIPIENT fails to comply with this requirement, the SUBRECIPIENT shall forfeit all rights to payment and the City shall not honor any request submitted thereafter.

E. Any payment due under this Agreement may be withheld pending the receipt and approval by the City of all reports due from the SUBRECIPIENT as a part of this Agreement and any modifications.

Mary Riedel, President + CEO — 10/14/15

Name and Title — Date

| | |
|---|---|
| 6. | Can you demonstrate that your project will meet the minimum federal CDBG threshold of providing one full time equivalency job (32 hours per week) per $35,000 of CDBG funds, or provide goods or services to residents of a low-moderate income (LMI) area, such that the number of LMI persons residing in the area served amounts to at least one LMI person per $350 of CDBG investment, and that at least more than one half (51%) of the **total** jobs created will be filled by very low, low and moderate-income persons? How will you make sure that the jobs will be made available to very low, low and moderate-income persons?<br>N/A |
| 7. | Is your request being used for business incentives or for recruitment of a business from another city or state? If yes, describe in detail. Are the proposed jobs existing positions or are they new? N/A |
| 8. | Show the number of new permanent jobs projected to be created (seasonal jobs do not count): N/A |

| Job Title | # FTE Jobs Created | # Part Time Jobs Created | # FTE Jobs Filled by LMI | # Part Time Jobs Filled by LMI |
|---|---|---|---|---|
| N/A | N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A | N/A |

**** LMI jobs refer to any job that can be held by a person with no advanced training or education beyond high school – or a job that the business agrees to hire unqualified persons for and provide training.**

## PART E – PROJECT BUDGET

| Project Budget | | | |
|---|---|---|---|
| ☐ | New Project | ☐ | One-Time Funding Request |
| ☒ | Ongoing Project with CDBG Support | ☐ | On-going Project with Other Support |

**** NOTE: Another budget form may be substituted for this FORM**

***An alternative format providing the information below is acceptable***
*(must include all itemized costs above $500)*

*PLEASE IDENTIFY ALL SOURCES OF LEVERAGING*

| *Revenue Sources* | *Source: CDBG/HOME* | *Source: Fundraising* | *Source: Grants* | *Source: Other* | *Total Project Cost:* |
|---|---|---|---|---|---|
| | $ | $ | $ | $ | $ |
| *Is this source confirmed and committed to the project?* | ☐ Yes ☒ No | ☐ Yes ☐ No | ☒ Yes ☐ No | ☐ Yes ☒ No | ☐ Yes ☐ No |
| *Project Costs (include all costs directly related to delivering this service or accomplishing this project)* | | | | | |
| Salaries & Wages | | | **583,157** | **23,126** | **606,283** |
| Employee Benefits | | | **102,433** | **6,063** | **108,496** |
| Professional Contract Services | **5,000** | | **126,850** | **5,150** | **137,000** |
| Office Supplies | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | | | | | |
| Postage / Printing | | | | | |
| Notices / Subscriptions | | | | 450 | 450 |
| Utilities | | | 64,434 | 1,821 | 66,255 |
| Travel / Training | | | | 4,581 | 4,581 |
| Rent / Facility Costs | | | | | |
| Repair/Maintenance | | | 36,875 | 3,250 | 40,125 |
| Insurance Services | | | 22,485 | 1,159 | 23,644 |
| Fundraising | | | | | |
| Subtotal: Project Costs | 5,000 | | 936,234 | 45,600 | 986,834 |
| Explain Other Costs *(include other costs over $500 needed to implement this service or project)* | | | | | |
| Office, Grocery, Housekeeping Supplies | 7,500 | | 179,989 | 1,560 | 189,049 |
| Fundraising, Depreciating Interest, Etc. | | | 33,437 | 186,000 | 219,437 |
| | | | | | |
| Subtotal: Other Costs | 7,500 | | 213,426 | 187,560 | 408,486 |
| Grand Total: | 12,500 | | 1,149,660 | 233,160 | 1,395,320 |

***A budget justification narrative that thoroughly explains the rationale or basis for all proposed line item budget costs for the proposed project MUST accompany the budget. The narrative should explain:***

***a) line item costs for the CDBG funds requested;***
***b) matching funds (or staff in-kind or citizen volunteer services in lieu of cash match, to be supplied by applicant);***
***c) Other sources and amounts of County, state, federal, or private funds to be involved.***

*WID annual operating budget=$5,205,277 of which $1,395,320 above is for Shelter operations. $5,000 is requested to assist with the cost of contracted security and IT services for the shelter and $7,500 is requested to assist with the cost of food, kitchen and bedroom, and other housekeeping supplies in the shelter (included in Office, Grocery, etc supplies).*

***Contracted Services:***
*CDBG: $5,000*
*Other: $132,000 include FCADV $ 61,000 and Private $35,000*
*Total All Sources: $137,000*
*Narrative:*
*Audit expense, IT Services, electronic data processing, internet, sign language interpreters, and security guard (FCADV, ESG, private Contributions).CDBG Funds shall be used for IT Services and Security guard services for residential/shelter operations.*

***Office, Housekeeping and Food Supplies:***
*CDBG: $7,500*
*Other: $181,549 include FCADV $70,200 and Private grants $29,000*
*Total All Sources:* $189,049
*Narrative:*
*Shelter office supplies, the cost of food, kitchen and bedroom, and other housekeeping supplies for the shelter.*

***Matching funds:*** *To be provided by FCADV General and DVTF funds in the amount of $50,000 for shelter expenses.*

## PART F – ATTACHMENTS / INSTRUCTIONS

**Please attached the following information relating to your organization:**

- ☐ Audited financial audit with management letter (most current)
- ☐ Articles of Incorporation and Bylaws
- ☐ Board of Directors
- ☐ Current Certificate of Good Standing
- ☐ Conflict of Interest Statement
- ☐ Mission Statement
- ☐ Scope of Work
- ☐ Annual Report of your organization (most current)
- ☐ Organizational Budget (most current)
- ☐ IRS 501 ( c ) ( 3 ) Determination Letter

**Submit six (6) copies paper and one (1) original of each application with attachments.**

# EXHIBIT D

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

### CERTIFICATION REGARDING LOBBYING
### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(1) This undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Women In Distress of Broward County, Inc.
SUBRECIPIENT

Mary Riedel, President + CEO
PRINT NAME OF CERTIFYING OFFICIAL

Mary Riedel 10/14/15
SIGNATURE OF CERTIFYING OFFICIAL DATE

* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over $100,000 (per OMB).

# EXHIBIT E

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and

    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Pompano Beach.

SUBRECIPIENT

Mary Riedel, President + CEO

PRINT NAME OF CERTIFYING OFFICIAL

SIGNATURE OF CERTIFYING OFFICIAL

10/14/15

DATE

# EXHIBIT F

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

### SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

   By Mary Riedel, President + CEO

   _____
   (print this individual's name and title)

   _____

   for Women In Distress of Broward County, Inc.

   _____
   (print name of entity submitting statements)

   whose business address is P.O. Box 50187, Lighthouse Point, FL 33074

   and if applicable is Federal Employer Identification Number (FEIN) is 59-1592524

   If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement: N/A

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Mary Riedel
(Signature)

Sworn to me and subscribed before me this 13th day of October, 2015.

Personally known Mary Riedel, CEO

Or produced identification — Notary Public—State of Florida

(Type of Identification) — My commission expires #FF086823

Diane E Penha Smith
(Printed, typed or stamped commissioned name of notary public)

DIANE E. PENHA-SMITH
Notary Public - State of Florida
My Comm. Expires Mar 21, 2018
Commission # FF 086823

Meeting Date: October 27, 2015 Agenda Item 13

REQUESTED COMMISSION ACTION:

| X | Consent | | Ordinance | X | Resolution | | Consideration/ Discussion | | Presentation |
|---|---|---|---|---|---|---|---|---|---|

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE RUSSELL LIFE SKILLS AND READING FOUNDATION, INC. PROVIDING FOR THE FUNDING AND ADMINISTRATION OF CDBG FUNDS IN THE AMOUNT OF $13,500 AND PROVIDING AN EFFECTIVE DATE.

## Summary of Purpose and Why:

The Russell Life Skills and Reading Foundation (RLSARF) program was approved as part of the CDBG Annual Action Plan by the City Commission for the FY 2015-2016 funding year. This project involves providing personnel and equipment to implement Russell Reading Room programs in Pompano Beach, which are part of the Russell Life Skills and Reading Foundation (RLSARF).

(1) Origin of request for this action: Office of Housing and Urban Improvement
(2) Primary staff contact: Mark Korman/Miriam Carrillo, Director Ext. 4656
(3) Expiration of contract, if applicable: September 30, 2016
(4) Fiscal impact and source of funding: CDBG Funds in the amount of $13,500

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| OHUI | 10/15/15 | Approval | M. Korman for M. Carrillo |
| City Attorney | 10/15/15 | | |
| Finance | 10/15/15 | Approval | S. Sibable |

X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | | Resolution | | Consideration | |
|---|---|---|---|---|---|
| Workshop | | | | | |
| 1st Reading | | 1st Reading | | Results: | Results: |
| 2nd Reading | | | | | |

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE RUSSELL LIFE SKILLS AND READING FOUNDATION, INC. PROVIDING FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a SUBRECIPIENT Agreement between the City of Pompano Beach and The Russell Life Skills and Reading Foundation, Inc., Inc. providing for the Funding and Administration of Community Development Block Grant Projects, a copy of which Agreement is attached hereto and is incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and The Russell Life Skills and Reading Foundation, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

# CITY OF POMPANO BEACH, FLORIDA
# COMMUNITY DEVELOPMENT BLOCK GRANT
# PUBLIC SERVICE PROGRAMS AGREEMENT

**THIS AGREEMENT** (hereinafter the "Agreement") is entered into this _____**day of** _____, **2015**, between the City of Pompano Beach, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY") and **The Russell Life Skills and Reading Foundation, Inc.**, a Florida not for profit corporation (hereinafter referred to as the "SUBRECIPIENT").

| | |
|---|---|
| **FUNDING SOURCE:** | **Community Development Block Grant Funds** |
| **AMOUNT:** | **$13,500.00** |
| **TERM OF THE AGREEMENT:** | **October 1, 2015 - September 30, 2016** |
| **IDIS NUMBER (to be completed by the City):** | |
| **DUNS NUMBER:** | **052371189** |
| **CDFA NUMBER:** | **14.218** |

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

## ARTICLE I
## EXHIBITS AND DEFINITIONS

1.1 EXHIBITS. Attached hereto and forming a part of this Agreement are the following Exhibits:

| | |
|---|---|
| Exhibit A | Resolution Authorizing Execution of this Agreement |
| Exhibit B | Work Program |
| Exhibit C | Compensation and Budget Summary |
| Exhibit D | Certification Regarding Lobbying Form |
| Exhibit E | Certification Regarding Debarment, Suspension and other Responsibility Matters (Primary Covered Transactions Form). |
| Exhibit F | Crime Entity Affidavit |

1.2 DEFINED TERMS. As used herein the following terms shall mean:

Act or 24 CFR 570 — Title I of the Housing and Community Development Act of 1974, as amended.

Agreement Records: — Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the SUBRECIPIENT or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.

CDBG Program: — Community Development Block Grant Program.

CDBG Requirements: — The requirements contained in 24 CFR Part 570, Rule 9I of the Florida Administrative Code and as established by the City of Pompano Beach, Florida.

Department: — The City of Pompano Beach Office of Housing and Urban Improvement.

Federal Award: — Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement.

Low-and-Moderate Income Person: — A member of a low- or moderate-income family whose income is within specific income levels set forth by U.S. HUD.

U.S. HUD or HUD: — The United States Department of Housing and Urban Development.

## ARTICLE II

## BASIC REQUIREMENTS

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY's execution of this Agreement:

2.1 The Work Program submitted by the SUBRECIPIENT to the CITY which shall become attached hereto as Exhibit B to this Agreement and shall include the following:

2.1.1 The description section shall detail the activities to be carried out by the SUBRECIPIENT. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG Funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.

2.1.2 The schedule of activities and measurable objectives plays an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the SUBRECIPIENT under this Agreement.

2.2 The Budget Summary attached hereto as Exhibit C, which shall include: completion of the SUBRECIPIENT'S Itemized Budget, Cost Allocation, Budget Narrative, Staff Salaries Schedule and a copy of all subcontracts.

2.3 A list of the SUBRECIPIENT'S present officers and members of the Board (names, addresses and telephone numbers).

2.4 A list of key staff persons (with their titles) who will carry out the Work Program.

2.5 Completion of an Authorized Representative Statement.

2.6 Completion of a Statement of Accounting System.

2.7 A copy of the SUBRECIPIENT'S corporate personnel policies and procedures.

2.8 Job description and resumes for all positions funded in whole or in part under this Agreement.

2.9 A letter accepting the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" and Lead Based Paint Regulations 24 CFR Part 35.

2.10 Copy of the SUBRECIPIENT'S last federal income tax return (IRS Form 990).

2.11 The following corporate documents:

(i) Bylaws, resolutions, and incumbency certificates for the SUBRECIPIENT, certified by the SUBRECIPIENT'S Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY.

2.12 ADA Certification.

2.13 Drug Free Certification.

2.14 All other documents reasonably required by the CITY.

## ARTICLE III

## TERMS AND PROCEDURES

3.1 CITY AUTHORIZATION:

For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided in this Agreement.

3.2 EFFECTIVE DATE AND TERM:

This Agreement shall begin upon the date of execution **and end on September 30, 2016**.

3.3 OBLIGATIONS OF SUBRECIPIENT:

The SUBRECIPIENT shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and as set forth by HUD and the CITY.

3.4 LEVEL OF SERVICE:

Should start-up time for the Work Program be required or in the event of the occurrence of any delays in the activities thereunder, the SUBRECIPIENT shall immediately notify the Department in writing, giving all pertinent details and indicating when the Work Program shall begin and/or continue. It is understood and agreed that the SUBRECIPIENT shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any activities funded through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

## ARTICLE IV

## CDBG FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 COMPENSATION

The amount of compensation payable by the City to the Project Sponsor shall be based on the rates, schedules and conditions described in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement."

4.2 INSURANCE:

At all times during the term hereof, the SUBRECIPIENT shall maintain insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the SUBRECIPIENT shall furnish to the CITY original certificates of insurance indicating that the SUBRECIPIENT is in compliance with the provisions of this Article. The insurance shall list CITY as an additional insured.

4.2.1 SUBRECIPIENT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. SUBRECIPIENT shall not commence work until the required insurance is in force and evidence of insurance acceptable to CITY has been provided to, and approved by, CITY. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, SUBRECIPIENT shall provide CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

4.2.2 Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: $ 1,000,000 Each Accident

$ 1,000,000 Disease -Policy Limit

$ 1,000,000 Disease -Each Employee

If applicable, SUBRECIPIENT may, alternatively, submit its signed acknowledgement on a form provided by CITY that it has fewer than four employees, has elected not to purchase Worker's Compensation insurance to cover those employees, and has posted notice(s) declaring the absence of Worker's Compensation Insurance coverage, as required by the State of Florida.

4.2.3 General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured -Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$ 300,000 General Aggregate

$ 200,000 Products/Completed Operations Aggregate

$ 200,000 Personal and Advertising Injury

$ 200,000 Each Occurrence

4.2.4 Automobile Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for automobile liability, SUBRECIPIENT shall procure Automobile Liability Insurance. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 300,000 Each Occurrence -Bodily Injury and Property/Damage Combined

4.2.5 Professional Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for sources of liability out of the rendering or failure to render those services, SUBRECIPIENT shall procure Professional Liability Insurance. Such insurance shall be on a form acceptable to CITY

and shall cover SUBRECIPIENT for those sources of liability arising out of the rendering or failure to render the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 300,000 Each Claim/Annual Aggregate

4.2.6 The insurance provided by SUBRECIPIENT shall apply on a primary basis. Any insurance, or self-insurance, maintained by the SUBRECIPIENT shall be excess of, and shall not contribute with, the insurance provided by SUBRECIPIENT. Except as otherwise specified, no deductible or self-insured retention is permitted.

4.2.7 Neither approval nor failure to disapprove insurance furnished by SUBRECIPIENT shall relieve SUBRECIPIENT from responsibility to provide insurance as required by this Agreement.

4.2.8 SUBRECIPIENT shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

4.2.9 SUBRECIPIENT'S failure to obtain, pays for, or maintains any required insurance shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, CITY may use the services of another SUBRECIPIENT or SUBRECIPIENTs, without CITY'S incurring any liability to SUBRECIPIENT.

4.3 FINANCIAL ACCOUNTABILITY:

The CITY reserves the right to audit the records of the SUBRECIPIENT at any time during the performance of this Agreement and for a period of three years after its expiration/termination. The SUBRECIPIENT agrees to provide all financial and other applicable records and documentation of services to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice which are found by the CITY, on the basis of such audit, not to constitute allowable expenditures. Any payments made to the SUBRECIPIENT are subject to reduction for overpayments on previously submitted invoices.

4.4 RECAPTURE OF FUNDS:

The CITY reserves the right to recapture funds in the event that the SUBRECIPIENT shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the direction of the federal, state and local agencies.

4.5 CONTINGENCY CLAUSE:

Funding pursuant to this Agreement is contingent on the availability of funds and continued authorization for CDBG Program activities, and is also subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or changes in regulations.

## ARTICLE V

## AUDIT

5.1 As a necessary part of this Agreement, the SUBRECIPIENT shall adhere to the following audit requirements:

5.1.1 If the SUBRECIPIENT expends $750,000 or more in the fiscal year it shall have a single audit or program specific audit conducted for that year. The audit shall be conducted in accordance with GAGAS and the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

The audit shall determine whether the financial statements are presented fairly in all material respects in conformity with generally accepted accounting principles.

In addition to the above requirements, the auditor shall perform procedures to obtain an understanding of internal controls and perform sufficient testing to ensure compliance with the procedures. Further the auditor shall determine whether the SUBRECIPIENT has complied with laws, regulations and the provisions of this Agreement.

A reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period. The reporting package will include the certified financial statements and schedule of expenditures of Federal Awards; a summary schedule of prior audit findings; the auditor's report and the corrective action plan. The auditor's report shall include:

a) an opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of

Federal Awards is presented fairly in all material respects in relation to the financial statements taken as a whole.

b) a report on internal controls related to the financial statements and major programs. This report shall describe the scope of testing of internal controls and the results of the test, and, where applicable, refer to the separate schedule of findings and questioned costs.

c) a report on compliance with laws, regulations, and the provisions of contracts and/or this Agreement, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion (or disclaimer of opinion) as to whether the SUBRECIPIENT complied with the laws, regulations, and the provisions of contracts and this Agreement which could have a direct and material effect on the program and, where applicable, refer to the separate schedule of findings and questioned costs.

d) a schedule of findings and questioned cost which shall include the requirements of the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

5.1.2 If the SUBRECIPIENT expends less than $750,000 in the fiscal year it is exempted from Federal audit requirements for that year and, consequently, the audit cost is not a reimbursable expense. The City, however, may request the SUBRECIPIENT to have a limited scope audit for monitoring purposes. These limited scope audits will be paid for and arranged by the City and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

All reports presented to the City shall, where applicable, include sufficient information to provide a proper perspective for judging the prevalence and consequences of the findings, such as whether an audit finding represents an isolated instance or a systemic problem. Where appropriate, instances identified shall be related to the universe and the number of cases examined and quantified in terms of dollar value.

## ARTICLE VI

## RECORDS AND REPORTS

6.1 The SUBRECIPIENT shall establish and maintain sufficient records to enable the CITY to determine whether the SUBRECIPIENT has met the requirements of the CDBG Program.

At a minimum, the following records shall be maintained by the SUBRECIPIENT:

6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical locus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Subrecipient shall comply with Florida's Public Records Law. Specifically, the Subrecipient shall:

Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Subrecipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

The failure of Subrecipient to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the SUBRECIPIENT may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of "low- and moderate-income person" and "low- and moderate-income household" as set forth in 24 CFR 570.3; or, the SUBRECIPIENT may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the SUBRECIPIENT may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be "low- and moderate-income persons" based upon HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

(i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.

(ii) For each activity determined to benefit low- and moderate-income persons based on the area served by the activity:

(a) The boundaries of the service area;

(b) The income characteristics of families and unrelated individuals in the service area; and

(c) If the percent of low- and moderate-income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii);

(iii) For each activity determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low- and moderate-income persons:

(a) Documentation establishing that the facility or service is designed for and used by senior citizens, disabled persons, battered spouses, abused children, the homeless, illiterate persons, or migrant farm workers, for which the regulations provide presumptive benefit to low- and moderate-income persons; or

(b) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low- and moderate-income persons; or

(c) Data showing the size and annual income of the household of each person receiving the benefit.

6.1.3 Equal Opportunity Records containing:

(i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

(ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

6.2.1 The Department shall have the authority to review the SUBRECIPIENT'S records, including Project and programmatic records and books of account, for a period of three (3) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the expiration of the Retention Period.

The SUBRECIPIENT shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided thereunder. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records.

The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY, federal personnel and any other personnel duly authorized by the CITY.

6.2.2 The SUBRECIPIENT shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall in its sole discretion determine when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement

6.2.3 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The SUBRECIPIENT shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The SUBRECIPIENT shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

6.3 PROVISION OF RECORDS:

6.3.1 At any time upon request by the Department, the SUBRECIPIENT shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the SUBRECIPIENT receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 MONITORING:

The SUBRECIPIENT shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the SUBRECIPIENT which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the SUBRECIPIENT. Following such inspection or interviews, the Department will deliver to the SUBRECIPIENT a report of its findings. The SUBRECIPIENT will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the SUBRECIPIENT'S justification is acceptable.

At the request of the CITY, the SUBRECIPIENT shall transmit to the CITY written statements of the SUBRECIPIENT's official policies on specified issues relating to the SUBRECIPIENT's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the SUBRECIPIENT shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received

by the CITY or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 RELATED PARTIES:

The SUBRECIPIENT shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party transaction. The term "related-party transaction" includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the SUBRECIPIENT is responsible for appointing memberships. The SUBRECIPIENT shall report this information to the Department upon forming the relationship, or if already formed, shall report such relationship prior to or simultaneously with the execution of this Agreement. Any supplemental information shall be promptly reported to the Department.

## ARTICLE VII

## OTHER CDBG PROGRAM REQUIREMENTS

7.1 The SUBRECIPIENT shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201.

7.2 The SUBRECIPIENT shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low and moderate-income persons.

7.3 The SUBRECIPIENT shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.

7.4 The SUBRECIPIENT shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the SUBRECIPIENT in adhering to the provisions of this Agreement. Representatives of the SUBRECIPIENT shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.

7.5 SUBRECIPIENT shall, to the greatest possible, give low-and-moderate-income residents of the service areas opportunities for training and employment.

7.6 NON-DISCRIMINATION:

The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status, sexual orientation or handicap in connection with the activities and/or the Work Program or its performance under this Agreement.

Furthermore, the SUBRECIPIENT agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status, sexual orientation or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.7 The SUBRECIPIENT shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).

7.8 The Subrecipient and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.

7.9 The SUBRECIPIENT shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010 incorporated herein as part of this Agreement.

7.10 UNIFORM ADMINISTRATIVE REQUIREMENTS. The SUBRECIPIENT shall comply with the requirements and standards of the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

7.11 RELIGIOUS ORGANIZATIONS/CONSTITUTIONAL PROHIBITION. If the SUBRECIPIENT is or was created by a religious organization, the SUBRECIPIENT agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j).

In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, as provided in 24 CFR Part 570.200(j). The SUBRECIPIENT shall comply with those requirements and prohibitions when entering into subcontracts.

7.12 REVERSION OF ASSETS. Upon expiration/termination of this Agreement, the SUBRECIPIENT must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.

7.13 ENFORCEMENT OF THIS AGREEMENT. Any violation of this Agreement that remains uncured thirty (30) days after the SUBRECIPIENT'S receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the SUBRECIPIENT materially fails to comply with the

terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 24 CFR Part 85.43, as set forth more fully below in Article IX of this Agreement.

7.14 The SUBRECIPIENT shall not assume the CITY's environmental responsibilities described at 24 CFR 570.604 of the CDBG Program regulations or the CITY's responsibility for initiating the review process under Executive Order 12372.

## ARTICLE VIII

## PROGRAM INCOME

8.1 Program income means gross income received by the SUBRECIPIENT which has been directly generated from the use of the CDBG Funds. When such income is generated by an activity that is only partially assisted with the CDBG Funds, the income shall be prorated to reflect the percentage of CDBG Funds used. Program income generated by CDBG funded activities shall be used only to undertake those activities specifically approved by the CITY on and for the Work Program. All provisions of this Agreement shall apply to such activities. Any program income on hand when this Agreement expires/terminates or received after such expiration/termination shall be paid to the CITY, as required by 24 CFR 570.503(b) (7) of the CDBG Program regulations.

The SUBRECIPIENT shall submit to the CITY monthly a Program Income Report and a Work Program Status Report. The Program Income Report shall identify CDBG activities in which income was derived and how income has been utilized.

8.2 REPAYMENTS. Any interest or other return on the investment of the CDBG Funds shall be remitted to the CITY on a monthly basis. Any CDBG Funds funded to the SUBRECIPIENT that do not meet the eligibility requirements, as applicable, must be repaid to the CITY.

## ARTICLE IX

## REMEDIES, SUSPENSION, TERMINATION

9.1 REMEDIES FOR NONCOMPLIANCE. The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the SUBRECIPIENT, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the SUBRECIPIENT an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the SUBRECIPIENT that any payment made in accordance with this Agreement to the SUBRECIPIENT shall be made only if the SUBRECIPIENT is not in default under the terms of this Agreement. If the SUBRECIPIENT is in default, the CITY shall not be obligated and shall not pay to the SUBRECIPIENT any sum whatsoever.

If the SUBRECIPIENT materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

9.1.1 Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT, or such more severe enforcement action as the CITY determines is necessary or appropriate.

9.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.

9.1.3 Wholly or partly suspend or terminate the current CDBG Funds awarded to the SUBRECIPIENT.

9.1.4 Withhold further CDBG grants and/or loans for the SUBRECIPIENT.

9.1.5 Take all such other remedies that may be legally available.

9.2 SUSPENSION:

9.2.1 The Department may, for reasonable cause temporarily suspend the SUBRECIPIENT'S operations and authority to obligate funds under this Agreement or withhold payments to the SUBRECIPIENT pending necessary corrective action by the SUBRECIPIENT, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:

(i) Ineffective or improper use of the CDBG Funds by the SUBRECIPIENT;

(ii) Failure by the SUBRECIPIENT to materially comply with any term or provision of this Agreement;

(iii) Failure by the SUBRECIPIENT to submit any documents required by this Agreement; or

(iv) The SUBRECIPIENT'S submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the SUBRECIPIENT'S authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the SUBRECIPIENT in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in person delivery with proof of delivery. The notification will include the reason(s) for such action, any conditions relating to the action taken, and the necessary corrective action(s).

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY'S funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four (24) hours prior notice in writing to the SUBRECIPIENT. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. In the event that the CITY'S funding source reduces the CITY'S entitlement under the CDBG Program, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the SUBRECIPIENT pursuant to this Agreement.

9.3.2 Termination for Breach.

The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion that the SUBRECIPIENT is not materially complying with any term or provision of this Agreement.

The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever of the SUBRECIPIENT to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.

9.3.3 Unless the SUBRECIPIENT'S breach is waived by the Department in writing, the Department may, by written notice to the SUBRECIPIENT, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

## ARTICLE X

## MISCELLANEOUS PROVISIONS

10.1 INDEMNIFICATION. The SUBRECIPIENT shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the SUBRECIPIENT'S activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the SUBRECIPIENT and/or any persons acting for or on its behalf, and from and against any relevant orders, judgments, or decrees which may be entered against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

10.2 AMENDMENTS. No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications shall be approved by the Department in writing.

10.3 OWNERSHIP OF DOCUMENTS. All documents developed by the SUBRECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the City. The SUBRECIPIENT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

It is further understood by and between the parties that any document which is given by the CITY to the SUBRECIPIENT pursuant to this Agreement shall at all times remain the property of the CITY and shall not be used by the SUBRECIPIENT for any other purpose whatsoever without the prior written consent of the CITY.

10.4 AWARD OF AGREEMENT. The SUBRECIPIENT warrants that is has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

10.5 NON-DELEGABILITY. The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY'S prior written consent which may be granted or withheld in the CITY'S sole discretion.

10.6 CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and enforced according to the laws of the State of Florida.

10.7 CONFLICT OF INTEREST.

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

SUBRECIPIENT is aware of the conflict of interest laws for any CDBG activities as per 24 CFR, Part 570.611, which states that anyone controlling or influencing any CDBG activities may not: (a) obtain personal or financial interest or benefits, including money, favors, gratuities, entertainment or anything of value that might be interpreted as conflict of interest; (b) obtain a direct or indirect interest in any contract, subcontract or agreement for any CDBG activity. This prohibition extends to contracts in which your spouse, minor child, dependent or business associate may have personal or financial interest.

This prohibition extends for a one-year period after you leave a position with a CDBG activity or project; (c) request for exceptions which may enhance the effectiveness of the CDBG project must be made in writing to the CITY and approved by HUD.

In addition, no board members, employees, or any GRANTEE representative may simultaneously serve on the CITY's Community Development Advisory Committee.

10.7.2 The SUBRECIPIENT is aware of the conflict of interest laws of the City of Pompano Beach and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement. The SUBRECIPIENT shall comply with the standards contained within the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

10.8 HATCH ACT. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

10.9 NO OBLIGATION TO RENEW. Upon expiration of the term of this Agreement, the SUBRECIPIENT agrees and understands that the CITY has no obligation to renew this Agreement.

10.10 ENTIRE AGREEMENT:

This instrument and its attachments constitute the only Agreement of the parties hereto relating to the CDBG Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

10.11 GENERAL CONDITIONS.

10.11.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in person delivery or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time, upon notice in writing. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY OF POMPANO BEACH

Miriam Carrillo, Director
Office of Housing and Urban Improvement
100 W. Atlantic Blvd., Suite 220
PO Box 1300
Pompano Beach, Florida 33061

SUBRECIPIENT

Pauline D'Oyley
Program & Education Director
5400 South University Drive, Suite 506
Davie, Florida 33328

10.11.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.11.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.

10.11.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.11.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the United States of America, State of Florida or the City of Pompano Beach, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.12 INDEPENDENT CONTRACTOR. THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.

10.13 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.14 SUBRECIPIENT CERTIFICATION. The SUBRECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with this Agreement and to provide such information as may be required by this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized on the date above written.

**"SUBRECIPIENT"**

**The Russell Life Skills and Reading Foundation, Inc., a Florida not-for-profit corporation**

Witnesses:

Cynthia A. Wedderburn

CYNTHIA A. WEDDERBURN
Printed Name

Pauline D'Oyley

PAULINE D'OYLEY
Printed Name

By: _____
Signature

TUAN RUSSELL
Name Printed, Typed or Stamped

Title: CHAIRMAN/Founder

(SEAL)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this 15th day of October, 2015 by _____, as CHAIRMAN of RLSARF, a Florida non-profit corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

ALEXIA TRUE
MY COMMISSION # EE169699
EXPIRES: January 26, 2016
Notary Discount Assoc. Co.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH
CITY MANAGER

Attest:

_____ (SEAL)
ASCELETA HAMMOND
CITY CLERK

Approved As To Form:

_____
MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

**RESOLUTION NO. 2016-_____** **EXHIBIT A**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE RUSSELL LIFE SKILLS AND READING FOUNDATION, INC. PROVIDING FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a SUBRECIPIENT Agreement between the City of Pompano Beach and The Russell Life Skills and Reading Foundation, Inc., Inc. providing for the Funding and Administration of Community Development Block Grant Projects, a copy of which Agreement is attached hereto and is incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and The Russell Life Skills and Reading Foundation, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

# Exhibit B - Work Plan

# CITY OF POMPANO BEACH
# COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
# 2015-2016 Program Year

**Submitted By:**

**RUSSELL LIFE SKILLS AND READING FOUNDATION**
**5400 South University Drive, Suite 506**
**Davie, FL 33328**
**Telephone: 954-921-3787**
**grants@russellreadingroom.com**
**www.russellreadingroom.com**

# Scope of Work

The Russell Life Skills and Reading Foundation (RLSARF) will conduct a free tutoring and mentoring after-school program to help eradicate illiteracy among disadvantaged low/moderate income youth located throughout Pompano Beach. The integrated, multi-faceted program offers a holistic approach to instruction and learning. The educational activities will be implemented at two (2) Pompano Beach city facilities that are easily accessible and in close proximity to neighboring schools.

RLSARF will provide afterschool instruction (with focused tutoring in math and science) for an estimated 50-71 LMI students at two (2) Pompano Beach Parks and Recreation sites over the 2015-2016 academic years. Academic instruction will take place two hours a day, 3 days a week for approximately 31weeks. All referred low/moderate income students will be served with optimum student to teacher ratios. And, monthly presentations by community leaders and mentors will be completed by volunteers who are encouraged to share their own life experiences with the students with a view towards encouraging them to make positive choices. Intended program outcomes include:

1. 85% of students will be promoted to next grade level at the end of the completed academic year
2. Benchmarked progress in math and science seen for each enrolled student
3. 88% will show improvement on post-assessment tests
4. 88% of students will demonstrate improved reading skills as well as an increase in understanding math & science subjects as presented

# EXHIBIT C

## COMPENSATION AND BUDGET SUMMARY

## The Russell Life Skills and Reading Foundation, Inc.

A. **All payments shall be in the form of reimbursements for program services provided. SUBRECIPIENT will be paid according to the approved budget submitted to the CITY for the specific program. The budget determined for The Russell Life Skills and Reading Foundation, Inc. for the funding period beginning October 1, 2015 through September 30, 2016 is attached and hereby incorporated and made part of Exhibit C.**

The City shall pay The Russell Life Skills and Reading Foundation, Inc. (hereinafter referred to as the "SUBRECIPIENT") as maximum compensation for the services required pursuant to this Agreement the sum of **$13,500.00**.

B. During the term hereof and for a period of one (1) year following the date of the last payment made hereunder, the CITY shall have the right to review and audit the time records and related records of the SUBRECIPIENT pertaining to any payments by the CITY.

C. Requests for payment should be made at least on a monthly basis, by the 15th of the month. Reimbursement requests should be submitted to the City within thirty (30) calendar days after the indebtedness has been incurred on the reimbursement request form provided by the Office of Housing and Urban Improvement.

D. The SUBRECIPIENT must submit the final request for payment to the City within 30 calendars days following the expiration date or termination date of this Agreement on a form a provided by the Office of Housing and Urban Improvement. If the SUBRECIPIENT fails to comply with this requirement, the SUBRECIPIENT shall forfeit all rights to payment and the City shall not honor any request submitted thereafter.

E. Any payment due under this Agreement may be withheld pending the receipt and approval by the City of all reports due from the SUBRECIPIENT as a part of this Agreement and any modifications.

TWAN RUSSELL - CHAIRMAN/Founder 10-15-15

Name and Title Date

| Itemized Budget: 2015-2016 Russell Reading Program 2 Pompano Beach Locations | | | | |
|---|---|---|---|---|
| **Expense** | **Detail** | **CDBG Grant $** | **Matching $** | **Total Cost** |
| **PERSONNEL** | | | | |
| Administrative Staff | *$45,650.00 (1.26 FTEs) x 18%* | $ - | $ 8,217 | $ 8,217 |
| Payroll Taxes and Benefits | *Calculated at organizational rate of 20%* | $ - | $ 1,643 | $ 1,643 |
| Site Directors<br>(2) FL Certified Contracted Teachers | *(2hrs/day x 3 days/week x 31 weeks x $20/hr x 2 total positions* | $ 3,456 | $ 3,984 | $ 7,440 |
| Instructors<br>(3) FL Certified Contracted Teachers | *(2hrs/day x 3 days/week x 31 weeks x $18/hr x 3 total positions* | $ 10,044 | | $ 10,044 |
| Program Evaluator | *($22/hr x 40 hours x 2 sessions)* | | $ 1,760 | $ 1,760 |
| **NON PERSONNEL** | | | | |
| Educational Materials/Incentives: Books, Workbooks, Reading Folders | *$10.60 per student x 71* | $ - | $ 753 | $ 753 |
| Classroom Supplies: Paper, Pencils, Pens, Crayons, Markers, Rulers, Sharpeners | *$5.30 per student x 71* | $ - | $ 376 | $ 376 |
| Printing Supplies: Flyers, Attendance sheets, Handouts | *Prorated estimated cost for operation of 2 Pompano centers based on expenses for 8 total sites* | $ - | $ 4,000 | $ 4,000 |
| Local Travel - Education/Program Director | *50 mile per week x 30 weeks x $.50/mile)* | $ - | $ 750 | $ 750 |
| Administrative Costs *(8%)* | *Insurance, professional fees, rent, utilities, communication* | $ - | $ 3,086 | $ 3,086 |
| **TOTAL EXPENSES** | | **$ 13,500** | **$ 24,569** | **$ 38,069** |

# EXHIBIT D

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

## CERTIFICATION REGARDING LOBBYING
### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(1) This undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Russell Life Skills and Reading Foundation Inc.
SUBRECIPIENT

Twan Russell
PRINT NAME OF CERTIFYING OFFICIAL

10-15-15
SIGNATURE OF CERTIFYING OFFICIAL DATE

* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over $100,000 (per OMB).

# EXHIBIT E

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and

    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Pompano Beach.

SUBRECIPIENT The Russell Life Skills and Reading Foundation, Inc

Twan Russell

PRINT NAME OF CERTIFYING OFFICIAL

SIGNATURE OF CERTIFYING OFFICIAL

10-15-15

DATE

# EXHIBIT F

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

### SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The City of Pompano Beach

By Twan Russell

Chairman/Founder

(print this individual's name and title)

for The Russell Life Skills and Reading Foundation, Inc.

(print name of entity submitting statements)

whose business address is 5400 S. University Drive - # 506

Davie, FL 33328

and if applicable is Federal Employer Identification Number (FEIN) is 65-0922490

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to me and subscribed before me this 15th day of October, 2015.

(Personally known) _____

Or produced identification Notary Public—State of Florida

_____ My commission expires JAN 26, 2016
(Type of Identification)

_____
(Printed, typed or stamped commissioned name of notary public)

ALEXIA TRUE
MY COMMISSION # EE163699
EXPIRES: January 26, 2016
1-800-3-NOTARY Notary Discount Assoc. Co.

Meeting Date: October 27, 2015 Agenda Item 14

REQUESTED COMMISSION ACTION:

| X | Consent | | Ordinance | X | Resolution | | Consideration/ Discussion | | Presentation |
|---|---|---|---|---|---|---|---|---|---|

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND LEARNING FOR SUCCESS, INC., PROVIDING FOR THE FUNDING AND ADMINISTRATION OF CDBG FUNDS IN THE AMOUNT OF. $6,000 AND PROVIDING AN EFFECTIVE DATE

**Summary of Purpose and Why:**

Learning For Success, Inc. was approved as part of the CDBG Annual Action Plan by the City Commission for the FY 2015-2016 funding year. The organization's Kids and The Power of Work program delivers lessons with low-income elementary and middle school students about career awareness and workplace skills, and field trips by the students to business work sites. The Resolution will approve the required Subrecipient Agreement for the utilization of CDBG Funds in the amount of $6,000.

(1) Origin of request for this action: Office of Housing and Urban Improvement
(2) Primary staff contact: Mark Korman/Miriam Carrillo, Director Ext. 4656
(3) Expiration of contract, if applicable: September 30, 2016
(4) Fiscal impact and source of funding: CDBG Funds in the amount of $6,000

| DEPARTMENTAL COORDINATION | | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| OHUI | 10/15/15 | Approval | M. Korman for M. Carrillo |
| City Attorney | 10/15/15 | | |
| Finance | 10/15/15 | approval | S. Sibble |

X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | | Resolution | | Consideration | |
|---|---|---|---|---|---|
| Workshop | | | | | |
| 1st Reading | | 1st Reading | | Results: | Results: |
| 2nd Reading | | | | | |

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND LEARNING FOR SUCCESS, INC. PROVIDING FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a SUBRECIPIENT Agreement between the City of Pompano Beach and Learning for Success, Inc., Inc. providing for the Funding and Administration of Community Development Block Grant Projects, a copy of which Agreement is attached hereto and is incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Learning for Success, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

# CITY OF POMPANO BEACH, FLORIDA
# COMMUNITY DEVELOPMENT BLOCK GRANT
# PUBLIC SERVICE PROGRAMS AGREEMENT

**THIS AGREEMENT** (hereinafter the "Agreement") is entered into this **_____day of _____, 2015**, between the City of Pompano Beach, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY") and **Learning for Success, Inc. (KAPOW Program)**, a Florida not for profit corporation (hereinafter referred to as the "SUBRECIPIENT").

| | |
|---|---|
| **FUNDING SOURCE:** | **Community Development Block Grant Funds** |
| **AMOUNT:** | **$6,000.00** |
| **TERM OF THE AGREEMENT:** | **October 1, 2015 - September 30, 2016** |
| **IDIS NUMBER (to be completed by the City):** | |
| **DUNS NUMBER:** | **114311876** |
| **CDFA NUMBER:** | **14.218** |

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

## ARTICLE I
## EXHIBITS AND DEFINITIONS

1.1 EXHIBITS. Attached hereto and forming a part of this Agreement are the following Exhibits:

| | |
|---|---|
| Exhibit A | Resolution Authorizing Execution of this Agreement |
| Exhibit B | Work Program |
| Exhibit C | Compensation and Budget Summary |
| Exhibit D | Certification Regarding Lobbying Form |
| Exhibit E | Certification Regarding Debarment, Suspension and other Responsibility Matters (Primary Covered Transactions Form). |
| Exhibit F | Crime Entity Affidavit |

Initials JC

1.2 DEFINED TERMS. As used herein the following terms shall mean:

| | |
|---|---|
| Act or 24 CFR 570 | Title I of the Housing and Community Development Act of 1974, as amended. |
| Agreement Records: | Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the SUBRECIPIENT or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys. |
| CDBG Program: | Community Development Block Grant Program. |
| CDBG Requirements: | The requirements contained in 24 CFR Part 570, Rule 9I of the Florida Administrative Code and as established by the City of Pompano Beach, Florida. |
| Department: | The City of Pompano Beach Office of Housing and Urban Improvement. |
| Federal Award: | Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement. |
| Low-and-Moderate Income Person: | A member of a low- or moderate-income family whose income is within specific income levels set forth by U.S. HUD. |
| U.S. HUD or HUD: | The United States Department of Housing and Urban Development. |

## ARTICLE II

## BASIC REQUIREMENTS

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY's execution of this Agreement:

2.1 The Work Program submitted by the SUBRECIPIENT to the CITY which shall become attached hereto as Exhibit B to this Agreement and shall include the following:

2.1.1 The description section shall detail the activities to be carried out by the SUBRECIPIENT. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG Funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.

2.1.2 The schedule of activities and measurable objectives plays an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the SUBRECIPIENT under this Agreement.

2.2 The Budget Summary attached hereto as Exhibit C, which shall include: completion of the SUBRECIPIENT'S Itemized Budget, Cost Allocation, Budget Narrative, Staff Salaries Schedule and a copy of all subcontracts.

2.3 A list of the SUBRECIPIENT'S present officers and members of the Board (names, addresses and telephone numbers).

2.4 A list of key staff persons (with their titles) who will carry out the Work Program.

2.5 Completion of an Authorized Representative Statement.

2.6 Completion of a Statement of Accounting System.

2.7 A copy of the SUBRECIPIENT'S corporate personnel policies and procedures.

2.8 Job description and resumes for all positions funded in whole or in part under this Agreement.

2.9 A letter accepting the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" and Lead Based Paint Regulations 24 CFR Part 35.

2.10 Copy of the SUBRECIPIENT'S last federal income tax return (IRS Form 990).

2.11 The following corporate documents:

(i) Bylaws, resolutions, and incumbency certificates for the SUBRECIPIENT, certified by the SUBRECIPIENT'S Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY.

2.12 ADA Certification.

2.13 Drug Free Certification.

2.14 All other documents reasonably required by the CITY.

## ARTICLE III

## TERMS AND PROCEDURES

3.1 CITY AUTHORIZATION:

For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided in this Agreement.

3.2 EFFECTIVE DATE AND TERM:

This Agreement shall begin upon the date of execution **and end on September 30, 2016**.

3.3 OBLIGATIONS OF SUBRECIPIENT:

The SUBRECIPIENT shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and as set forth by HUD and the CITY.

3.4 LEVEL OF SERVICE:

Should start-up time for the Work Program be required or in the event of the occurrence of any delays in the activities thereunder, the SUBRECIPIENT shall immediately notify the Department in writing, giving all pertinent details and indicating when the Work Program shall begin and/or continue. It is understood and agreed that the SUBRECIPIENT shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any activities funded through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

## ARTICLE IV

## CDBG FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 COMPENSATION

The amount of compensation payable by the City to the Project Sponsor shall be based on the rates, schedules and conditions described in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement."

4.2 INSURANCE:

At all times during the term hereof, the SUBRECIPIENT shall maintain insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the SUBRECIPIENT shall furnish to the CITY original certificates of insurance indicating that the SUBRECIPIENT is in compliance with the provisions of this Article. The insurance shall list CITY as an additional insured.

4.2.1 SUBRECIPIENT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. SUBRECIPIENT shall not commence work until the required insurance is in force and evidence of insurance acceptable to CITY has been provided to, and approved by, CITY. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, SUBRECIPIENT shall provide CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

4.2.2 Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: $ 1,000,000 Each Accident

$ 1,000,000 Disease -Policy Limit

$ 1,000,000 Disease -Each Employee

Initials JC

If applicable, SUBRECIPIENT may, alternatively, submit its signed acknowledgement on a form provided by CITY that it has fewer than four employees, has elected not to purchase Worker's Compensation insurance to cover those employees, and has posted notice(s) declaring the absence of Worker's Compensation Insurance coverage, as required by the State of Florida.

4.2.3 General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured -Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$ 300,000 General Aggregate

$ 200,000 Products/Completed Operations Aggregate

$ 200,000 Personal and Advertising Injury

$ 200,000 Each Occurrence

4.2.4 Automobile Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for automobile liability, SUBRECIPIENT shall procure Automobile Liability Insurance. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 300,000 Each Occurrence -Bodily Injury and Property/Damage Combined

4.2.5 Professional Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for sources of liability out of the rendering or failure to render those services, SUBRECIPIENT shall procure Professional Liability Insurance. Such insurance shall be on a form acceptable to CITY

and shall cover SUBRECIPIENT for those sources of liability arising out of the rendering or failure to render the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 300,000 Each Claim/Annual Aggregate

4.2.6 The insurance provided by SUBRECIPIENT shall apply on a primary basis. Any insurance, or self-insurance, maintained by the SUBRECIPIENT shall be excess of, and shall not contribute with, the insurance provided by SUBRECIPIENT. Except as otherwise specified, no deductible or self-insured retention is permitted.

4.2.7 Neither approval nor failure to disapprove insurance furnished by SUBRECIPIENT shall relieve SUBRECIPIENT from responsibility to provide insurance as required by this Agreement.

4.2.8 SUBRECIPIENT shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

4.2.9 SUBRECIPIENT'S failure to obtain, pays for, or maintains any required insurance shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, CITY may use the services of another SUBRECIPIENT or SUBRECIPIENTs, without CITY'S incurring any liability to SUBRECIPIENT.

4.3 FINANCIAL ACCOUNTABILITY:

The CITY reserves the right to audit the records of the SUBRECIPIENT at any time during the performance of this Agreement and for a period of three years after its expiration/termination. The SUBRECIPIENT agrees to provide all financial and other applicable records and documentation of services to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice which are found by the CITY, on the basis of such audit, not to constitute allowable expenditures. Any payments made to the SUBRECIPIENT are subject to reduction for overpayments on previously submitted invoices.

4.4 RECAPTURE OF FUNDS:

The CITY reserves the right to recapture funds in the event that the SUBRECIPIENT shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the direction of the federal, state and local agencies.

4.5 CONTINGENCY CLAUSE:

Funding pursuant to this Agreement is contingent on the availability of funds and continued authorization for CDBG Program activities, and is also subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or changes in regulations.

## ARTICLE V

## AUDIT

5.1 As a necessary part of this Agreement, the SUBRECIPIENT shall adhere to the following audit requirements:

5.1.1 If the SUBRECIPIENT expends $750,000 or more in the fiscal year it shall have a single audit or program specific audit conducted for that year. The audit shall be conducted in accordance with GAGAS and the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

The audit shall determine whether the financial statements are presented fairly in all material respects in conformity with generally accepted accounting principles.

In addition to the above requirements, the auditor shall perform procedures to obtain an understanding of internal controls and perform sufficient testing to ensure compliance with the procedures. Further the auditor shall determine whether the SUBRECIPIENT has complied with laws, regulations and the provisions of this Agreement.

A reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period. The reporting package will include the certified financial statements and schedule of expenditures of Federal Awards; a summary schedule of prior audit findings; the auditor's report and the corrective action plan. The auditor's report shall include:

a) an opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of

Federal Awards is presented fairly in all material respects in relation to the financial statements taken as a whole.

b) a report on internal controls related to the financial statements and major programs. This report shall describe the scope of testing of internal controls and the results of the test, and, where applicable, refer to the separate schedule of findings and questioned costs.

c) a report on compliance with laws, regulations, and the provisions of contracts and/or this Agreement, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion (or disclaimer of opinion) as to whether the SUBRECIPIENT complied with the laws, regulations, and the provisions of contracts and this Agreement which could have a direct and material effect on the program and, where applicable, refer to the separate schedule of findings and questioned costs.

d) a schedule of findings and questioned cost which shall include the requirements of the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

5.1.2 If the SUBRECIPIENT expends less than $750,000 in the fiscal year it is exempted from Federal audit requirements for that year and, consequently, the audit cost is not a reimbursable expense. The City, however, may request the SUBRECIPIENT to have a limited scope audit for monitoring purposes. These limited scope audits will be paid for and arranged by the City and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

All reports presented to the City shall, where applicable, include sufficient information to provide a proper perspective for judging the prevalence and consequences of the findings, such as whether an audit finding represents an isolated instance or a systemic problem. Where appropriate, instances identified shall be related to the universe and the number of cases examined and quantified in terms of dollar value.

## ARTICLE VI

## RECORDS AND REPORTS

6.1 The SUBRECIPIENT shall establish and maintain sufficient records to enable the CITY to determine whether the SUBRECIPIENT has met the requirements of the CDBG Program.

At a minimum, the following records shall be maintained by the SUBRECIPIENT:

6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical locus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Subrecipient shall comply with Florida's Public Records Law. Specifically, the Subrecipient shall:

Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Subrecipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

The failure of Subrecipient to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the SUBRECIPIENT may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of "low- and moderate-income person" and "low- and moderate-income household" as set forth in 24 CFR 570.3; or, the SUBRECIPIENT may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the SUBRECIPIENT may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be "low- and moderate-income persons" based upon HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

(i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.

(ii) For each activity determined to benefit low- and moderate-income persons based on the area served by the activity:

(a) The boundaries of the service area;

(b) The income characteristics of families and unrelated individuals in the service area; and

(c) If the percent of low- and moderate-income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii);

(iii) For each activity determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low- and moderate-income persons:

(a) Documentation establishing that the facility or service is designed for and used by senior citizens, disabled persons, battered spouses, abused children, the homeless, illiterate persons, or migrant farm workers, for which the regulations provide presumptive benefit to low- and moderate-income persons; or

(b) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low- and moderate-income persons; or

(c) Data showing the size and annual income of the household of each person receiving the benefit.

6.1.3 Equal Opportunity Records containing:

(i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

(ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

6.2.1 The Department shall have the authority to review the SUBRECIPIENT'S records, including Project and programmatic records and books of account, for a period of three (3) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the expiration of the Retention Period.

The SUBRECIPIENT shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided thereunder. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records.

The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY, federal personnel and any other personnel duly authorized by the CITY.

6.2.2 The SUBRECIPIENT shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall in its sole discretion determine when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement

6.2.3 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The SUBRECIPIENT shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The SUBRECIPIENT shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

6.3 PROVISION OF RECORDS:

6.3.1 At any time upon request by the Department, the SUBRECIPIENT shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the SUBRECIPIENT receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 MONITORING:

The SUBRECIPIENT shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the SUBRECIPIENT which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the SUBRECIPIENT. Following such inspection or interviews, the Department will deliver to the SUBRECIPIENT a report of its findings. The SUBRECIPIENT will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the SUBRECIPIENT'S justification is acceptable.

At the request of the CITY, the SUBRECIPIENT shall transmit to the CITY written statements of the SUBRECIPIENT's official policies on specified issues relating to the SUBRECIPIENT's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the SUBRECIPIENT shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received

by the CITY or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 RELATED PARTIES:

The SUBRECIPIENT shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party transaction. The term "related-party transaction" includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the SUBRECIPIENT is responsible for appointing memberships. The SUBRECIPIENT shall report this information to the Department upon forming the relationship, or if already formed, shall report such relationship prior to or simultaneously with the execution of this Agreement. Any supplemental information shall be promptly reported to the Department.

## ARTICLE VII

## OTHER CDBG PROGRAM REQUIREMENTS

7.1 The SUBRECIPIENT shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201.

7.2 The SUBRECIPIENT shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low and moderate-income persons.

7.3 The SUBRECIPIENT shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.

7.4 The SUBRECIPIENT shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the SUBRECIPIENT in adhering to the provisions of this Agreement. Representatives of the SUBRECIPIENT shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.

7.5 SUBRECIPIENT shall, to the greatest possible, give low-and-moderate-income residents of the service areas opportunities for training and employment.

7.6 NON-DISCRIMINATION:

The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status, sexual orientation or handicap in connection with the activities and/or the Work Program or its performance under this Agreement.

Furthermore, the SUBRECIPIENT agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status, sexual orientation or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.7 The SUBRECIPIENT shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).

7.8 The Subrecipient and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.

7.9 The SUBRECIPIENT shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010 incorporated herein as part of this Agreement.

7.10 UNIFORM ADMINISTRATIVE REQUIREMENTS. The SUBRECIPIENT shall comply with the requirements and standards of the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

7.11 RELIGIOUS ORGANIZATIONS/CONSTITUTIONAL PROHIBITION. If the SUBRECIPIENT is or was created by a religious organization, the SUBRECIPIENT agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j).

In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, as provided in 24 CFR Part 570.200(j). The SUBRECIPIENT shall comply with those requirements and prohibitions when entering into subcontracts.

7.12 REVERSION OF ASSETS. Upon expiration/termination of this Agreement, the SUBRECIPIENT must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.

7.13 ENFORCEMENT OF THIS AGREEMENT. Any violation of this Agreement that remains uncured thirty (30) days after the SUBRECIPIENT'S receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the SUBRECIPIENT materially fails to comply with the

terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 24 CFR Part 85.43, as set forth more fully below in Article IX of this Agreement.

7.14 The SUBRECIPIENT shall not assume the CITY's environmental responsibilities described at 24 CFR 570.604 of the CDBG Program regulations or the CITY's responsibility for initiating the review process under Executive Order 12372.

## ARTICLE VIII

## PROGRAM INCOME

8.1 Program income means gross income received by the SUBRECIPIENT which has been directly generated from the use of the CDBG Funds. When such income is generated by an activity that is only partially assisted with the CDBG Funds, the income shall be prorated to reflect the percentage of CDBG Funds used. Program income generated by CDBG funded activities shall be used only to undertake those activities specifically approved by the CITY on and for the Work Program. All provisions of this Agreement shall apply to such activities. Any program income on hand when this Agreement expires/terminates or received after such expiration/termination shall be paid to the CITY, as required by 24 CFR 570.503(b) (7) of the CDBG Program regulations.

The SUBRECIPIENT shall submit to the CITY monthly a Program Income Report and a Work Program Status Report. The Program Income Report shall identify CDBG activities in which income was derived and how income has been utilized.

8.2 REPAYMENTS. Any interest or other return on the investment of the CDBG Funds shall be remitted to the CITY on a monthly basis. Any CDBG Funds funded to the SUBRECIPIENT that do not meet the eligibility requirements, as applicable, must be repaid to the CITY.

## ARTICLE IX

## REMEDIES, SUSPENSION, TERMINATION

9.1 REMEDIES FOR NONCOMPLIANCE. The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the SUBRECIPIENT, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the SUBRECIPIENT an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the SUBRECIPIENT that any payment made in accordance with this Agreement to the SUBRECIPIENT shall be made only if the SUBRECIPIENT is not in default under the terms of this Agreement. If the SUBRECIPIENT is in default, the CITY shall not be obligated and shall not pay to the SUBRECIPIENT any sum whatsoever.

If the SUBRECIPIENT materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

9.1.1 Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT, or such more severe enforcement action as the CITY determines is necessary or appropriate.

9.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.

9.1.3 Wholly or partly suspend or terminate the current CDBG Funds awarded to the SUBRECIPIENT.

9.1.4 Withhold further CDBG grants and/or loans for the SUBRECIPIENT.

9.1.5 Take all such other remedies that may be legally available.

9.2 <u>SUSPENSION</u>:

9.2.1 The Department may, for reasonable cause temporarily suspend the SUBRECIPIENT'S operations and authority to obligate funds under this Agreement or withhold payments to the SUBRECIPIENT pending necessary corrective action by the SUBRECIPIENT, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:

(i) Ineffective or improper use of the CDBG Funds by the SUBRECIPIENT;

(ii) Failure by the SUBRECIPIENT to materially comply with any term or provision of this Agreement;

(iii) Failure by the SUBRECIPIENT to submit any documents required by this Agreement; or

(iv) The SUBRECIPIENT'S submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the SUBRECIPIENT'S authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the SUBRECIPIENT in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in person delivery with proof of delivery. The notification will include the reason(s) for such action, any conditions relating to the action taken, and the necessary corrective action(s).

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY'S funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four (24) hours prior notice in writing to the SUBRECIPIENT. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. In the event that the CITY'S funding source reduces the CITY'S entitlement under the CDBG Program, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the SUBRECIPIENT pursuant to this Agreement.

9.3.2 Termination for Breach.

The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion that the SUBRECIPIENT is not materially complying with any term or provision of this Agreement.

The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever of the SUBRECIPIENT to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.

9.3.3 Unless the SUBRECIPIENT'S breach is waived by the Department in writing, the Department may, by written notice to the SUBRECIPIENT, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

## ARTICLE X

## MISCELLANEOUS PROVISIONS

10.1 INDEMNIFICATION. The SUBRECIPIENT shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the SUBRECIPIENT'S activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the SUBRECIPIENT and/or any persons acting for or on its behalf, and from and against any relevant orders, judgments, or decrees which may be entered against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

10.2 AMENDMENTS. No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications shall be approved by the Department in writing.

10.3 OWNERSHIP OF DOCUMENTS. All documents developed by the SUBRECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the City. The SUBRECIPIENT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

It is further understood by and between the parties that any document which is given by the CITY to the SUBRECIPIENT pursuant to this Agreement shall at all times remain the property of the CITY and shall not be used by the SUBRECIPIENT for any other purpose whatsoever without the prior written consent of the CITY.

10.4 AWARD OF AGREEMENT. The SUBRECIPIENT warrants that is has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

10.5 NON-DELEGABILITY. The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY'S prior written consent which may be granted or withheld in the CITY'S sole discretion.

10.6 CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and enforced according to the laws of the State of Florida.

10.7 CONFLICT OF INTEREST.

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

SUBRECIPIENT is aware of the conflict of interest laws for any CDBG activities as per 24 CFR, Part 570.611, which states that anyone controlling or influencing any CDBG activities may not: (a) obtain personal or financial interest or benefits, including money, favors, gratuities, entertainment or anything of value that might be interpreted as conflict of interest; (b) obtain a direct or indirect interest in any contract, subcontract or agreement for any CDBG activity. This prohibition extends to contracts in which your spouse, minor child, dependent or business associate may have personal or financial interest.

This prohibition extends for a one-year period after you leave a position with a CDBG activity or project; (c) request for exceptions which may enhance the effectiveness of the CDBG project must be made in writing to the CITY and approved by HUD.

In addition, no board members, employees, or any GRANTEE representative may simultaneously serve on the CITY's Community Development Advisory Committee.

10.7.2 The SUBRECIPIENT is aware of the conflict of interest laws of the City of Pompano Beach and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement. The SUBRECIPIENT shall comply with the standards contained within the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

10.8 HATCH ACT. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

10.9 NO OBLIGATION TO RENEW. Upon expiration of the term of this Agreement, the SUBRECIPIENT agrees and understands that the CITY has no obligation to renew this Agreement.

10.10 ENTIRE AGREEMENT:

This instrument and its attachments constitute the only Agreement of the parties hereto relating to the CDBG Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

10.11 GENERAL CONDITIONS.

10.11.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in person delivery or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time, upon notice in writing. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY OF POMPANO BEACH

Miriam Carrillo, Director
Office of Housing and Urban Improvement
100 W. Atlantic Blvd., Suite 220
PO Box 1300
Pompano Beach, Florida 33061

SUBRECIPIENT

John Casbarro
5532 SW 114th Avenue
Cooper City, FL 33330

10.11.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.11.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.

10.11.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.11.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the United States of America, State of Florida or the City of Pompano Beach, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.12 INDEPENDENT CONTRACTOR. THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.

10.13 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.14 SUBRECIPIENT CERTIFICATION. The SUBRECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with this Agreement and to provide such information as may be required by this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized on the date above written.

**"SUBRECIPIENT"**

**Learning for Success, Inc., a Florida not-for-profit corporation**

Witnesses:

Daniel Peguero
Printed Name

Printed Name

By: John Casbarro
Signature

John Casbarro
Name Printed, Typed or Stamped

Title: President

(SEAL)

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 13 day of October, 2015 by John Casbarro, as President of _____, a Florida non-profit corporation, on behalf of the corporation. He/she is personally known to me or who has produced Florida Drivers License (type of identification) as identification.

NOTARY'S SEAL:

JENNIFER MAYA
NOTARY
My Comm. Expires
January 8, 2018
No. FF 81809
PUBLIC
STATE OF FLORIDA

NOTARY PUBLIC, STATE OF FLORIDA

Jennifer Maya
(Name of Acknowledger Typed, Printed or Stamped)

FF 81809
Commission Number

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH
CITY MANAGER

Attest:

_____ (SEAL)
ASCELETA HAMMOND
CITY CLERK

Approved As To Form:

_____
MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

EXHIBIT A

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND LEARNING FOR SUCCESS, INC. PROVIDING FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a SUBRECIPIENT Agreement between the City of Pompano Beach and Learning for Success, Inc., Inc. providing for the Funding and Administration of Community Development Block Grant Projects, a copy of which Agreement is attached hereto and is incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Learning for Success, Inc.

**SECTION 3**. This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

# Exhibit B - Work Plan

EXHIBIT B – WORK PLAN

Learning for Success, Inc. (LFS) shall provide instructional services, the subject and details of which are as follows: KAPOW-Kids and The Power of Work.

LFS shall develop and manage partnerships at Crystal Lake Middle School and Norcrest Elementary, at days/times to be mutually agreed up by the parties from October 1, 2015 through September 30, 2016.

Partnerships shall consist of lessons with students taught by volunteers about career awareness and workplace skills, and field trips by these students to business work sites.

LFS represents that he or she, or any persons assisting LFS in the performance of service herein, has the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Work Plan and to provide and perform such services to City's satisfaction. LFS shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner.

LFS will submit quarterly, an expense report itemizing all allowable reimbursable costs as stated in CDBG handbook, with proper documentation, to the Office of Housing and Urban Improvement.

LFS shall be solely responsible for securing the services of other personnel as may be required to adequately and safely perform the instructional services as herein provided.

LFS shall conduct the instructional classes in a careful and responsible manner with due regard for the safety of the participants and others.

Overall success will be determined by compiling statistical data, surveys of participating teachers, volunteers and school administrators, and on going monitoring to meet the following objectives:

- 2,000 students from 19 Broward County schools will be exposed to a wide variety of jobs, learn employability skills, make connections between the world of school and the world of work, and be motivated through "hands-on" or experiential activities.
- 90 teachers and administrators will participate in the program. Teachers will receive professional development opportunities, working side-by-side with professionals from the workplace; strengthen their lessons by providing real-life examples of relevance; and improve their capacity to bring workplace experiences to their lessons.
- 300 volunteers will help children make connections between classroom work and adult work, develop a greater appreciation for the value of their own work and the work of teachers and schools, and have the opportunity to practice and model teamwork, presentation skills and positive work habits.

# EXHIBIT C

## COMPENSATION AND BUDGET SUMMARY

## Learning for Success, Inc.

A. **All payments shall be in the form of reimbursements for program services provided. SUBRECIPIENT will be paid according to the approved budget submitted to the CITY for the specific program. The budget determined for Learning for Success, Inc. for the funding period beginning October 1, 2015 through September 30, 2016 is attached and hereby incorporated and made part of Exhibit C.**

The City shall pay Learning for Success, Inc. (hereinafter referred to as the "SUBRECIPIENT") as maximum compensation for the services required pursuant to this Agreement the sum of **$6,000.00**.

B. During the term hereof and for a period of one (1) year following the date of the last payment made hereunder, the CITY shall have the right to review and audit the time records and related records of the SUBRECIPIENT pertaining to any payments by the CITY.

C. Requests for payment should be made at least on a monthly basis, by the 15th of the month. Reimbursement requests should be submitted to the City within thirty (30) calendar days after the indebtedness has been incurred on the reimbursement request form provided by the Office of Housing and Urban Improvement.

D. The SUBRECIPIENT must submit the final request for payment to the City within 30 calendars days following the expiration date or termination date of this Agreement on a form a provided by the Office of Housing and Urban Improvement. If the SUBRECIPIENT fails to comply with this requirement, the SUBRECIPIENT shall forfeit all rights to payment and the City shall not honor any request submitted thereafter.

E. Any payment due under this Agreement may be withheld pending the receipt and approval by the City of all reports due from the SUBRECIPIENT as a part of this Agreement and any modifications.

John Cashaw, President — 10-14-15

Name and Title — Date

Program Line Item Budget
Learning For Success, Inc./ Kids and the Power of Work (KAPOW) Program
FY 2016 CDGB Grant

| | Total Budget | Grant amount requested City of Pompano Beach |
|---|---|---|
| **EXPENSES** | | |
| **Program Administrator** | 54,756 | |
| | | |
| **Program Materials** | 60,100 | 600 |
| - Videos | | |
| - Student folders | | |
| - Curriculum books | | |
| - Program training and worksite manuals | | |
| | | |
| **Meetings, Workshops, Recognition Events** | 15,000 | 500 |
| | | |
| **Program Management** | 119,534 | 3400 |
| - Orientation meetings | | |
| - Volunteer Recruitment | | |
| - Volunteer training | | |
| - Teacher orientation and teambuilding sessions | | |
| - Planning support | | |
| - On-going telephone monitoring, | | |
| troubleshooting | | |
| - Participant Recognition | | |
| | | |
| **Travel** | 1,200 | 200 |
| | | |
| **Fees/Professional Services** | 17,636 | |
| - Program Licensing fee | | |
| - Accounting | | |
| - State of Florida Registration, Fees | | |
| | | |
| **Program Evaluation** | 5,000 | 600 |
| - Assessment of worksite visits | | |
| - Assessment of classroom lessons | | |
| | | |
| **Office Expenses** | 27,400 | 400 |
| | | |
| **Telephone/Internet** | 2,400 | 300 |
| | | |
| **Volunteer Time and expenses** | 235,000 | |
| | | |
| **Facilities, Services for trainings and students** | 195,900 | |
| **Student Transportation, Substitute Teachers** | | |
| | | |
| | | |
| | | |
| **TOTAL CASH** | **$733,926** | **$6,000** |

Revised, 10/13/15

# EXHIBIT D

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

### CERTIFICATION REGARDING LOBBYING
### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(1) This undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

LEARNING FOR SUCCESS, INC

SUBRECIPIENT

JOHN CASBARRO

PRINT NAME OF CERTIFYING OFFICIAL

10-14-15

SIGNATURE OF CERTIFYING OFFICIAL DATE

* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over $100,000 (per OMB).

# EXHIBIT E

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and

    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Pompano Beach.

SUBRECIPIENT

JOHN CABBARRO

PRINT NAME OF CERTIFYING OFFICIAL

SIGNATURE OF CERTIFYING OFFICIAL

10-14-15

DATE

# EXHIBIT F

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

### SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Pompano Beach

By John Casbarro, President

(print this individual's name and title)

for Learning for Success, Inc.

(print name of entity submitting statements)

whose business address is 5532 SW 114 Ave
Cooper City, FL 33330

and if applicable is Federal Employer Identification Number (FEIN) is 71-0891709

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

JC The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

JC The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

J. Castaño 10-13-15
(Signature)

Sworn to me and subscribed before me this 13 day of October, 2015

Personally known _____

Or produced identification Notary Public—State of Florida

FL DL C[illegible]-50-100-0 My commission expires Jan 08, 2018
(Type of Identification)

Jennifer Maya
(Printed, typed or stamped commissioned name of notary public)

JENNIFER MAYA NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires January 8, 2018 No. FF 81809

Meeting Date: October 27, 2015 Agenda Item 15

REQUESTED COMMISSION ACTION:

| X | Consent | | Ordinance | X | Resolution | | Consideration/ Discussion | | Presentation |
|---|---|---|---|---|---|---|---|---|---|

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND TAYLOR'S CLOSET FOUNDATION, INC., PROVIDING FOR THE FUNDING AND ADMINISTRATION OF CDBG FUNDS IN THE AMOUNT OF. $10,000 AND PROVIDING AN EFFECTIVE DATE

## Summary of Purpose and Why:

Taylor's Closet Foundation, Inc. was approved as part of the CDBG Annual Action Plan by the City Commission for the FY 2015-2016 funding year. This project will provide assistance for services provided to teenage girls in and transitioning out of foster care that combine custom clothes shopping experiences with weekly instruction on basic home-economic skills such as cooking and sewing, together with activities and discussions that help them gain a greater sense of self-worth and confidence.

(1) Origin of request for this action: Office of Housing and Urban Improvement
(2) Primary staff contact: Mark Korman/Miriam Carrillo, Director Ext. 4656
(3) Expiration of contract, if applicable: September 30, 2016
(4) Fiscal impact and source of funding: CDBG Funds in the amount of $10,000

| DEPARTMENTAL COORDINATION | | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| OHUI | 10/15/15 | Approval | M. Korman for M. Carrillo |
| City Attorney | 10/16/15 | | |
| Finance | 10/15/15 | Approval | S. Gobble |

X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | | Resolution | | Consideration | |
|---|---|---|---|---|---|
| Workshop | | | | | |
| 1st Reading | | 1st Reading | | Results: | Results: |
| 2nd Reading | | | | | |

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND TAYLOR'S CLOSET FOUNDATION, INC. PROVIDING FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a SUBRECIPIENT Agreement between the City of Pompano Beach and Taylor's Closet Foundation, Inc., Inc. providing for the Funding and Administration of Community Development Block Grant Projects, a copy of which Agreement is attached hereto and is incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Taylor's Closet Foundation, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

# CITY OF POMPANO BEACH, FLORIDA
# COMMUNITY DEVELOPMENT BLOCK GRANT
# PUBLIC SERVICE PROGRAMS AGREEMENT

**THIS AGREEMENT** (hereinafter the "Agreement") is entered into this **_____day of _____, 2015**, between the City of Pompano Beach, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY") and **Taylor's Closet Foundation**, a Florida not for profit corporation (hereinafter referred to as the "SUBRECIPIENT").

| | |
|---|---|
| **FUNDING SOURCE:** | **Community Development Block Grant Funds** |
| **AMOUNT:** | **$10,000.00** |
| **TERM OF THE AGREEMENT:** | **October 1, 2015 - September 30, 2016** |
| **IDIS NUMBER (to be completed by the City):** | |
| **DUNS NUMBER:** | **0304072084** |
| **CDFA NUMBER:** | **14.218** |

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

## ARTICLE I
## EXHIBITS AND DEFINITIONS

1.1 EXHIBITS. Attached hereto and forming a part of this Agreement are the following Exhibits:

| | |
|---|---|
| Exhibit A | Resolution Authorizing Execution of this Agreement |
| Exhibit B | Work Program |
| Exhibit C | Compensation and Budget Summary |
| Exhibit D | Certification Regarding Lobbying Form |
| Exhibit E | Certification Regarding Debarment, Suspension and other Responsibility Matters (Primary Covered Transactions Form). |
| Exhibit F | Crime Entity Affidavit |

1.2 DEFINED TERMS. As used herein the following terms shall mean:

Act or 24 CFR 570 — Title I of the Housing and Community Development Act of 1974, as amended.

Agreement Records: — Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the SUBRECIPIENT or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.

CDBG Program: — Community Development Block Grant Program.

CDBG Requirements: — The requirements contained in 24 CFR Part 570, Rule 9I of the Florida Administrative Code and as established by the City of Pompano Beach, Florida.

Department: — The City of Pompano Beach Office of Housing and Urban Improvement.

Federal Award: — Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement.

Low-and-Moderate Income Person: — A member of a low- or moderate-income family whose income is within specific income levels set forth by U.S. HUD.

U.S. HUD or HUD: — The United States Department of Housing and Urban Development.

## ARTICLE II

## BASIC REQUIREMENTS

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY's execution of this Agreement:

2.1 The Work Program submitted by the SUBRECIPIENT to the CITY which shall become attached hereto as Exhibit B to this Agreement and shall include the following:

2.1.1 The description section shall detail the activities to be carried out by the SUBRECIPIENT. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG Funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.

2.1.2 The schedule of activities and measurable objectives plays an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the SUBRECIPIENT under this Agreement.

2.2 The Budget Summary attached hereto as Exhibit C, which shall include: completion of the SUBRECIPIENT'S Itemized Budget, Cost Allocation, Budget Narrative, Staff Salaries Schedule and a copy of all subcontracts.

2.3 A list of the SUBRECIPIENT'S present officers and members of the Board (names, addresses and telephone numbers).

2.4 A list of key staff persons (with their titles) who will carry out the Work Program.

2.5 Completion of an Authorized Representative Statement.

2.6 Completion of a Statement of Accounting System.

2.7 A copy of the SUBRECIPIENT'S corporate personnel policies and procedures.

2.8 Job description and resumes for all positions funded in whole or in part under this Agreement.

2.9 A letter accepting the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" and Lead Based Paint Regulations 24 CFR Part 35.

2.10 Copy of the SUBRECIPIENT'S last federal income tax return (IRS Form 990).

2.11 The following corporate documents:

(i) Bylaws, resolutions, and incumbency certificates for the SUBRECIPIENT, certified by the SUBRECIPIENT'S Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY.

2.12 ADA Certification.

2.13 Drug Free Certification.

2.14 All other documents reasonably required by the CITY.

## ARTICLE III

## TERMS AND PROCEDURES

3.1 CITY AUTHORIZATION:

For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided in this Agreement.

3.2 EFFECTIVE DATE AND TERM:

This Agreement shall begin upon the date of execution **and end on September 30, 2016**.

3.3 OBLIGATIONS OF SUBRECIPIENT:

The SUBRECIPIENT shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and as set forth by HUD and the CITY.

3.4 LEVEL OF SERVICE:

Should start-up time for the Work Program be required or in the event of the occurrence of any delays in the activities thereunder, the SUBRECIPIENT shall immediately notify the Department in writing, giving all pertinent details and indicating when the Work Program shall begin and/or continue. It is understood and agreed that the SUBRECIPIENT shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any activities funded through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

## ARTICLE IV

## CDBG FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 COMPENSATION

The amount of compensation payable by the City to the Project Sponsor shall be based on the rates, schedules and conditions described in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement."

4.2 INSURANCE:

At all times during the term hereof, the SUBRECIPIENT shall maintain insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the SUBRECIPIENT shall furnish to the CITY original certificates of insurance indicating that the SUBRECIPIENT is in compliance with the provisions of this Article. The insurance shall list CITY as an additional insured.

4.2.1 SUBRECIPIENT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. SUBRECIPIENT shall not commence work until the required insurance is in force and evidence of insurance acceptable to CITY has been provided to, and approved by, CITY. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, SUBRECIPIENT shall provide CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

4.2.2 Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: $ 1,000,000 Each Accident

$ 1,000,000 Disease -Policy Limit

$ 1,000,000 Disease -Each Employee

If applicable, SUBRECIPIENT may, alternatively, submit its signed acknowledgement on a form provided by CITY that it has fewer than four employees, has elected not to purchase Worker's Compensation insurance to cover those employees, and has posted notice(s) declaring the absence of Worker's Compensation Insurance coverage, as required by the State of Florida.

4.2.3 General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured -Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$ 300,000 General Aggregate

$ 200,000 Products/Completed Operations Aggregate

$ 200,000 Personal and Advertising Injury

$ 200,000 Each Occurrence

4.2.4 Automobile Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for automobile liability, SUBRECIPIENT shall procure Automobile Liability Insurance. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 300,000 Each Occurrence -Bodily Injury and Property/Damage Combined

4.2.5 Professional Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for sources of liability out of the rendering or failure to render those services, SUBRECIPIENT shall procure Professional Liability Insurance. Such insurance shall be on a form acceptable to CITY

and shall cover SUBRECIPIENT for those sources of liability arising out of the rendering or failure to render the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 300,000 Each Claim/Annual Aggregate

4.2.6 The insurance provided by SUBRECIPIENT shall apply on a primary basis. Any insurance, or self-insurance, maintained by the SUBRECIPIENT shall be excess of, and shall not contribute with, the insurance provided by SUBRECIPIENT. Except as otherwise specified, no deductible or self-insured retention is permitted.

4.2.7 Neither approval nor failure to disapprove insurance furnished by SUBRECIPIENT shall relieve SUBRECIPIENT from responsibility to provide insurance as required by this Agreement.

4.2.8 SUBRECIPIENT shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

4.2.9 SUBRECIPIENT'S failure to obtain, pays for, or maintains any required insurance shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, CITY may use the services of another SUBRECIPIENT or SUBRECIPIENTs, without CITY'S incurring any liability to SUBRECIPIENT.

4.3 FINANCIAL ACCOUNTABILITY:

The CITY reserves the right to audit the records of the SUBRECIPIENT at any time during the performance of this Agreement and for a period of three years after its expiration/termination. The SUBRECIPIENT agrees to provide all financial and other applicable records and documentation of services to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice which are found by the CITY, on the basis of such audit, not to constitute allowable expenditures. Any payments made to the SUBRECIPIENT are subject to reduction for overpayments on previously submitted invoices.

4.4 RECAPTURE OF FUNDS:

The CITY reserves the right to recapture funds in the event that the SUBRECIPIENT shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the direction of the federal, state and local agencies.

4.5 CONTINGENCY CLAUSE:

Funding pursuant to this Agreement is contingent on the availability of funds and continued authorization for CDBG Program activities, and is also subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or changes in regulations.

## ARTICLE V

## AUDIT

5.1 As a necessary part of this Agreement, the SUBRECIPIENT shall adhere to the following audit requirements:

5.1.1 If the SUBRECIPIENT expends $750,000 or more in the fiscal year it shall have a single audit or program specific audit conducted for that year. The audit shall be conducted in accordance with GAGAS and the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

The audit shall determine whether the financial statements are presented fairly in all material respects in conformity with generally accepted accounting principles.

In addition to the above requirements, the auditor shall perform procedures to obtain an understanding of internal controls and perform sufficient testing to ensure compliance with the procedures. Further the auditor shall determine whether the SUBRECIPIENT has complied with laws, regulations and the provisions of this Agreement.

A reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period. The reporting package will include the certified financial statements and schedule of expenditures of Federal Awards; a summary schedule of prior audit findings; the auditor's report and the corrective action plan. The auditor's report shall include:

a) an opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of

Federal Awards is presented fairly in all material respects in relation to the financial statements taken as a whole.

b) a report on internal controls related to the financial statements and major programs. This report shall describe the scope of testing of internal controls and the results of the test, and, where applicable, refer to the separate schedule of findings and questioned costs.

c) a report on compliance with laws, regulations, and the provisions of contracts and/or this Agreement, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion (or disclaimer of opinion) as to whether the SUBRECIPIENT complied with the laws, regulations, and the provisions of contracts and this Agreement which could have a direct and material effect on the program and, where applicable, refer to the separate schedule of findings and questioned costs.

d) a schedule of findings and questioned cost which shall include the requirements of the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

5.1.2 If the SUBRECIPIENT expends less than $750,000 in the fiscal year it is exempted from Federal audit requirements for that year and, consequently, the audit cost is not a reimbursable expense. The City, however, may request the SUBRECIPIENT to have a limited scope audit for monitoring purposes. These limited scope audits will be paid for and arranged by the City and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

All reports presented to the City shall, where applicable, include sufficient information to provide a proper perspective for judging the prevalence and consequences of the findings, such as whether an audit finding represents an isolated instance or a systemic problem. Where appropriate, instances identified shall be related to the universe and the number of cases examined and quantified in terms of dollar value.

## ARTICLE VI

## RECORDS AND REPORTS

6.1 The SUBRECIPIENT shall establish and maintain sufficient records to enable the CITY to determine whether the SUBRECIPIENT has met the requirements of the CDBG Program.

At a minimum, the following records shall be maintained by the SUBRECIPIENT:

6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical locus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Subrecipient shall comply with Florida's Public Records Law. Specifically, the Subrecipient shall:

Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Subrecipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

The failure of Subrecipient to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the SUBRECIPIENT may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of "low- and moderate-income person" and "low- and moderate-income household" as set forth in 24 CFR 570.3; or, the SUBRECIPIENT may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the SUBRECIPIENT may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be "low- and moderate-income persons" based upon HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

(i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.

(ii) For each activity determined to benefit low- and moderate-income persons based on the area served by the activity:

(a) The boundaries of the service area;

(b) The income characteristics of families and unrelated individuals in the service area; and

(c) If the percent of low- and moderate-income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii);

(iii) For each activity determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low- and moderate-income persons:

(a) Documentation establishing that the facility or service is designed for and used by senior citizens, disabled persons, battered spouses, abused children, the homeless, illiterate persons, or migrant farm workers, for which the regulations provide presumptive benefit to low- and moderate-income persons; or

(b) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low- and moderate-income persons; or

(c) Data showing the size and annual income of the household of each person receiving the benefit.

6.1.3 Equal Opportunity Records containing:

(i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

(ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

6.2.1 The Department shall have the authority to review the SUBRECIPIENT'S records, including Project and programmatic records and books of account, for a period of three (3) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the expiration of the Retention Period.

The SUBRECIPIENT shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided thereunder. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records.

The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY, federal personnel and any other personnel duly authorized by the CITY.

6.2.2 The SUBRECIPIENT shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall in its sole discretion determine when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement

6.2.3 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The SUBRECIPIENT shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The SUBRECIPIENT shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

6.3 PROVISION OF RECORDS:

6.3.1 At any time upon request by the Department, the SUBRECIPIENT shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the SUBRECIPIENT receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 MONITORING:

The SUBRECIPIENT shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the SUBRECIPIENT which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the SUBRECIPIENT. Following such inspection or interviews, the Department will deliver to the SUBRECIPIENT a report of its findings. The SUBRECIPIENT will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the SUBRECIPIENT'S justification is acceptable.

At the request of the CITY, the SUBRECIPIENT shall transmit to the CITY written statements of the SUBRECIPIENT's official policies on specified issues relating to the SUBRECIPIENT's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the SUBRECIPIENT shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received

by the CITY or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 RELATED PARTIES:

The SUBRECIPIENT shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party transaction. The term "related-party transaction" includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the SUBRECIPIENT is responsible for appointing memberships. The SUBRECIPIENT shall report this information to the Department upon forming the relationship, or if already formed, shall report such relationship prior to or simultaneously with the execution of this Agreement. Any supplemental information shall be promptly reported to the Department.

## ARTICLE VII

## OTHER CDBG PROGRAM REQUIREMENTS

7.1 The SUBRECIPIENT shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201.

7.2 The SUBRECIPIENT shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low and moderate-income persons.

7.3 The SUBRECIPIENT shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.

7.4 The SUBRECIPIENT shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the SUBRECIPIENT in adhering to the provisions of this Agreement. Representatives of the SUBRECIPIENT shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.

7.5 SUBRECIPIENT shall, to the greatest possible, give low-and-moderate-income residents of the service areas opportunities for training and employment.

7.6 NON-DISCRIMINATION:

The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status, sexual orientation or handicap in connection with the activities and/or the Work Program or its performance under this Agreement.

Furthermore, the SUBRECIPIENT agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status, sexual orientation or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.7 The SUBRECIPIENT shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).

7.8 The Subrecipient and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.

7.9 The SUBRECIPIENT shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010 incorporated herein as part of this Agreement.

7.10 UNIFORM ADMINISTRATIVE REQUIREMENTS. The SUBRECIPIENT shall comply with the requirements and standards of the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

7.11 RELIGIOUS ORGANIZATIONS/CONSTITUTIONAL PROHIBITION. If the SUBRECIPIENT is or was created by a religious organization, the SUBRECIPIENT agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j).

In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, as provided in 24 CFR Part 570.200(j). The SUBRECIPIENT shall comply with those requirements and prohibitions when entering into subcontracts.

7.12 REVERSION OF ASSETS. Upon expiration/termination of this Agreement, the SUBRECIPIENT must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.

7.13 ENFORCEMENT OF THIS AGREEMENT. Any violation of this Agreement that remains uncured thirty (30) days after the SUBRECIPIENT'S receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the SUBRECIPIENT materially fails to comply with the

terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 24 CFR Part 85.43, as set forth more fully below in Article IX of this Agreement.

7.14 The SUBRECIPIENT shall not assume the CITY's environmental responsibilities described at 24 CFR 570.604 of the CDBG Program regulations or the CITY's responsibility for initiating the review process under Executive Order 12372.

## ARTICLE VIII

## PROGRAM INCOME

8.1 Program income means gross income received by the SUBRECIPIENT which has been directly generated from the use of the CDBG Funds. When such income is generated by an activity that is only partially assisted with the CDBG Funds, the income shall be prorated to reflect the percentage of CDBG Funds used. Program income generated by CDBG funded activities shall be used only to undertake those activities specifically approved by the CITY on and for the Work Program. All provisions of this Agreement shall apply to such activities. Any program income on hand when this Agreement expires/terminates or received after such expiration/termination shall be paid to the CITY, as required by 24 CFR 570.503(b) (7) of the CDBG Program regulations.

The SUBRECIPIENT shall submit to the CITY monthly a Program Income Report and a Work Program Status Report. The Program Income Report shall identify CDBG activities in which income was derived and how income has been utilized.

8.2 REPAYMENTS. Any interest or other return on the investment of the CDBG Funds shall be remitted to the CITY on a monthly basis. Any CDBG Funds funded to the SUBRECIPIENT that do not meet the eligibility requirements, as applicable, must be repaid to the CITY.

## ARTICLE IX

## REMEDIES, SUSPENSION, TERMINATION

9.1 REMEDIES FOR NONCOMPLIANCE. The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the SUBRECIPIENT, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the SUBRECIPIENT an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the SUBRECIPIENT that any payment made in accordance with this Agreement to the SUBRECIPIENT shall be made only if the SUBRECIPIENT is not in default under the terms of this Agreement. If the SUBRECIPIENT is in default, the CITY shall not be obligated and shall not pay to the SUBRECIPIENT any sum whatsoever.

If the SUBRECIPIENT materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

9.1.1 Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT, or such more severe enforcement action as the CITY determines is necessary or appropriate.

9.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.

9.1.3 Wholly or partly suspend or terminate the current CDBG Funds awarded to the SUBRECIPIENT.

9.1.4 Withhold further CDBG grants and/or loans for the SUBRECIPIENT.

9.1.5 Take all such other remedies that may be legally available.

9.2 <u>SUSPENSION</u>:

9.2.1 The Department may, for reasonable cause temporarily suspend the SUBRECIPIENT'S operations and authority to obligate funds under this Agreement or withhold payments to the SUBRECIPIENT pending necessary corrective action by the SUBRECIPIENT, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:

(i) Ineffective or improper use of the CDBG Funds by the SUBRECIPIENT;

(ii) Failure by the SUBRECIPIENT to materially comply with any term or provision of this Agreement;

(iii) Failure by the SUBRECIPIENT to submit any documents required by this Agreement; or

(iv) The SUBRECIPIENT'S submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the SUBRECIPIENT'S authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the SUBRECIPIENT in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in person delivery with proof of delivery. The notification will include the reason(s) for such action, any conditions relating to the action taken, and the necessary corrective action(s).

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY'S funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four (24) hours prior notice in writing to the SUBRECIPIENT. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. In the event that the CITY'S funding source reduces the CITY'S entitlement under the CDBG Program, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the SUBRECIPIENT pursuant to this Agreement.

9.3.2 Termination for Breach.

The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion that the SUBRECIPIENT is not materially complying with any term or provision of this Agreement.

The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever of the SUBRECIPIENT to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.

9.3.3 Unless the SUBRECIPIENT'S breach is waived by the Department in writing, the Department may, by written notice to the SUBRECIPIENT, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

## ARTICLE X

## MISCELLANEOUS PROVISIONS

10.1 INDEMNIFICATION. The SUBRECIPIENT shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the SUBRECIPIENT'S activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the SUBRECIPIENT and/or any persons acting for or on its behalf, and from and against any relevant orders, judgments, or decrees which may be entered against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

10.2 AMENDMENTS. No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications shall be approved by the Department in writing.

10.3 OWNERSHIP OF DOCUMENTS. All documents developed by the SUBRECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the City. The SUBRECIPIENT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

It is further understood by and between the parties that any document which is given by the CITY to the SUBRECIPIENT pursuant to this Agreement shall at all times remain the property of the CITY and shall not be used by the SUBRECIPIENT for any other purpose whatsoever without the prior written consent of the CITY.

10.4 AWARD OF AGREEMENT. The SUBRECIPIENT warrants that is has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

10.5 NON-DELEGABILITY. The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY'S prior written consent which may be granted or withheld in the CITY'S sole discretion.

10.6 CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and enforced according to the laws of the State of Florida.

10.7 CONFLICT OF INTEREST.

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

SUBRECIPIENT is aware of the conflict of interest laws for any CDBG activities as per 24 CFR, Part 570.611, which states that anyone controlling or influencing any CDBG activities may not: (a) obtain personal or financial interest or benefits, including money, favors, gratuities, entertainment or anything of value that might be interpreted as conflict of interest; (b) obtain a direct or indirect interest in any contract, subcontract or agreement for any CDBG activity. This prohibition extends to contracts in which your spouse, minor child, dependent or business associate may have personal or financial interest.

This prohibition extends for a one-year period after you leave a position with a CDBG activity or project; (c) request for exceptions which may enhance the effectiveness of the CDBG project must be made in writing to the CITY and approved by HUD.

In addition, no board members, employees, or any GRANTEE representative may simultaneously serve on the CITY's Community Development Advisory Committee.

10.7.2 The SUBRECIPIENT is aware of the conflict of interest laws of the City of Pompano Beach and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement. The SUBRECIPIENT shall comply with the standards contained within the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

10.8 HATCH ACT. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

10.9 NO OBLIGATION TO RENEW. Upon expiration of the term of this Agreement, the SUBRECIPIENT agrees and understands that the CITY has no obligation to renew this Agreement.

10.10 ENTIRE AGREEMENT:

This instrument and its attachments constitute the only Agreement of the parties hereto relating to the CDBG Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

10.11 GENERAL CONDITIONS.

10.11.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in person delivery or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time, upon notice in writing. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY OF POMPANO BEACH

Miriam Carrillo, Director
Office of Housing and Urban Improvement
100 W. Atlantic Blvd., Suite 220
PO Box 1300
Pompano Beach, Florida 33061

SUBRECIPIENT

Linda Giambattista
Taylor's Closet Foundation
2002 NE 2nd Street
Pompano Beach, FL 33060

10.11.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.11.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.

10.11.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.11.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the United States of America, State of Florida or the City of Pompano Beach, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.12 INDEPENDENT CONTRACTOR. THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.

10.13 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.14 SUBRECIPIENT CERTIFICATION. The SUBRECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with this Agreement and to provide such information as may be required by this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized on the date above written.

**"SUBRECIPIENT"**

**Taylor's Closet Foundation, a Florida not-for-profit corporation**

Witnesses:

Shannon Adams

Shannon Adams
Printed Name

Jennifer Andres

Jennifer Andres
Printed Name

By: Linda Giambattista
Signature

Linda Giambattista
Name Printed, Typed or Stamped

Title: Executive Dir.

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15 day of October, 2015 by LINDA GIAMBATTISTA, as EXECUTIVE DIRECTOR of TAYLOR'S CLOSET, a Florida non-profit corporation, on behalf of the corporation. He/she is personally known to me or who has produced PERSONALLY KNOWN (type of identification) as identification.

NOTARY'S SEAL:

REBECCA J. LAZERSON
MY COMMISSION # FF 919944
EXPIRES: September 20, 2019
Bonded Thru Notary Public Underwriters

Rebecca J. Lazerson
NOTARY PUBLIC, STATE OF FLORIDA

REBECCA J. LAZERSON
(Name of Acknowledger Typed, Printed or Stamped)

# FF 919944
Commission Number

Initials LG

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH
CITY MANAGER

Attest:

_____ (SEAL)
ASCELETA HAMMOND
CITY CLERK

Approved As To Form:

_____
MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

**EXHIBIT A**

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND TAYLOR'S CLOSET FOUNDATION, INC. PROVIDING FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a SUBRECIPIENT Agreement between the City of Pompano Beach and Taylor's Closet Foundation, Inc., Inc. providing for the Funding and Administration of Community Development Block Grant Projects, a copy of which Agreement is attached hereto and is incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Taylor's Closet Foundation, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

# Exhibit B - Work Plan

**Scope of Work**

- Taylor's Closet collaborates with over 25 local agencies, who also specialize in working with hurting teenage girls. Each agency refers girls to Taylor's Closet.

- Each girl is permitted to shop at Taylor's Closet once a month by appointment only. She is paired with a special stylist that shops with her for 3 pieces of designer clothing which are all new and free to every girl who visits our store.

- After participating in our shopping program for three months, we advance the girls into our Reveal Program. In this program, each girl is paired with the same stylist for each of her monthly shopping visits. We also include an art project in this visit.

- Once the girl has been placed in the Reveal Program, she also can become apart of our Awaken Program. In this program, the girls are invited to participate to our 10 week mentoring program that focuses on art and life skills.

- After completing our 10-week Awaken Program, each girl is placed in our Blossom Program. Blossom participants meet once a month. Blossom's primary focus is to remain in the girl's lives and to continue to offer accountability and support.

**Reveal Program**

First Wednesday – 4:00 – 8:30 pm

Three Saturday's a month 11:00-3:00 pm

**Awaken Program**

The Awaken program will serve 45 girls and is delivered in nine 10 - week sessions, with five groups of girls in each session, from June - December each year. Awaken sessions will be organized into the following schedule:

Awaken Program

Session 1, June – August:

Group 1 – Monday 5:00 – 8:00 pm

Group 2 – Monday 9:30 -12:30 pm

Group 3 - Tuesday 5:00 – 8:00 pm

Group 4 – Tuesday 9:30-12:30 pm

Group 5 Wednesday 5:00 – 8:00 pm

Group 6 – Wednesday 9:30-12:30

Session 2, September – December:

Group 7 – Monday 5:00 – 8:00 pm

Group 8 - Tuesday 5:00 – 8:00 pm

Group 9 Wednesday 5:00 – 8:00 pm

# EXHIBIT C

## COMPENSATION AND BUDGET SUMMARY

## Taylor's Closet Foundation, Inc.

A. **All payments shall be in the form of reimbursements for program services provided. SUBRECIPIENT will be paid according to the approved budget submitted to the CITY for the specific program. The budget determined for Taylor's Closet Foundation, Inc. for the funding period beginning October 1, 2015 through September 30, 2016 is attached and hereby incorporated and made part of Exhibit C.**

The City shall pay Taylor's Closet Foundation, Inc. (hereinafter referred to as the "SUBRECIPIENT") as maximum compensation for the services required pursuant to this Agreement the sum of **$10,000.00**.

B. During the term hereof and for a period of one (1) year following the date of the last payment made hereunder, the CITY shall have the right to review and audit the time records and related records of the SUBRECIPIENT pertaining to any payments by the CITY.

C. Requests for payment should be made at least on a monthly basis, by the 15th of the month. Reimbursement requests should be submitted to the City within thirty (30) calendar days after the indebtedness has been incurred on the reimbursement request form provided by the Office of Housing and Urban Improvement.

D. The SUBRECIPIENT must submit the final request for payment to the City within 30 calendars days following the expiration date or termination date of this Agreement on a form a provided by the Office of Housing and Urban Improvement. If the SUBRECIPIENT fails to comply with this requirement, the SUBRECIPIENT shall forfeit all rights to payment and the City shall not honor any request submitted thereafter.

E. Any payment due under this Agreement may be withheld pending the receipt and approval by the City of all reports due from the SUBRECIPIENT as a part of this Agreement and any modifications.

Linda Giambattista, Executive Director — October 13, 2015

Name and Title — Date

| Project Budget | | | |
|---|---|---|---|
| | New Project | | One-Time Funding Request |
| | Ongoing Project with CDBG Support | | On-going Project with Other Support |

**** NOTE: Another budget form may be substituted for this FORM**

***An alternative format providing the information below is acceptable***
*(must include all itemized costs above $500)*

*PLEASE IDENTIFY ALL SOURCES OF LEVERAGING*

| *Revenue Sources* | *Source: CDBG/HOME* | *Source: Fundraising* | *Source: Grants* | *Source: Other* | *Total Project Cost:* |
|---|---|---|---|---|---|
| | 10,000.00 | 50,000.00 | 50,000.00 | $ | 110,000.00 |
| *Is this source confirmed and committed to the project?* | Yes No | Yes No | Yes No | Yes No | Yes No |
| *Project Costs (include all costs directly related to delivering this service or accomplishing this project)* | | | | | |
| Salaries & Wages | **10,000.00** | **16,000.00** | **7,500.00** | | **33,500.00** |
| Employee Benefits | | | **4,200.00** | | **4,200.00** |
| Professional Contract Services | | | **21,500.00** | | **21,500.00** |
| Office Supplies | | **2,100.00** | | | **2,100.00** |
| Postage / Printing | | **2,100.00** | | | **2,100.00** |
| Program Supplies | | | **16,800.00** | | **16,800.00** |
| Utilities | | **6,000.00** | | | **6,000.00** |
| Travel / Training | | | | | |
| Rent / Facility Costs | | **14,000.00** | | | **14,000.00** |
| Insurance, Legal & Financial Services | | **4,000.00** | | | **4,000.00** |
| Fundraising | | **5,800.00** | | | **5,800.00** |
| Subtotal: Project Costs | 20,000.00 | 40,000.00 | 50,000.00 | 0 | 110,000.00 |
| Explain Other Costs *(include other costs over $500 needed to implement this service or project)* | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Subtotal: Other Costs | | | | | |
| Grand Total: | 20,000.00 | 40,000.00 | 50,000.00 | | 110,000.00 |

# EXHIBIT D

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

### CERTIFICATION REGARDING LOBBYING
### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(1) This undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Taylor's Closet Foundation
SUBRECIPIENT

Linda Giambattista
PRINT NAME OF CERTIFYING OFFICIAL

Linda Giambattista 10/13/15
SIGNATURE OF CERTIFYING OFFICIAL DATE

* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over $100,000 (per OMB).

# EXHIBIT E

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and

    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Pompano Beach.

SUBRECIPIENT

Taylor's Closet Foundation

PRINT NAME OF CERTIFYING OFFICIAL

Linda Gambettola 10/13/15

SIGNATURE OF CERTIFYING OFFICIAL DATE

# EXHIBIT F

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

### SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The City of Pompano Beach

   By Linda Gambatista of Taylor's Closet Foundation

   Linda Gambatista
   (print this individual's name and title)

   for Taylor's Closet Foundation

   Taylor's Closet Foundation
   (print name of entity submitting statements)

   whose business address is 200 NE 2nd Street

   Pompano Beach, FL 33060

   and if applicable is Federal Employer Identification Number (FEIN) is 77-066-7869

   If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

   _____

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Linda Giambattista
(Signature)

Sworn to me and subscribed before me this 15 day of October, 2015.

Personally known ✓

Or produced identification Notary Public—State of Florida

personally known My commission expires Sept. 20, 2019
(Type of Identification)

Rebecca J. Lazerson
(Printed, typed or stamped commissioned name of notary public)

REBECCA J. LAZERSON
MY COMMISSION # FF 919944
EXPIRES: September 20, 2019
Bonded Thru Notary Public Underwriters

Meeting Date: October 27, 2015 Agenda Item 16

REQUESTED COMMISSION ACTION:

| X | Consent | | Ordinance | X | Resolution | | Consideration/ Discussion | | Presentation |
|---|---|---|---|---|---|---|---|---|---|

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND LUZ DEL MUNDO (LIGHT OF THE WORLD), INC., PROVIDING FOR THE FUNDING AND ADMINISTRATION OF CDBG FUNDS IN THE AMOUNT OF. $10,000 AND PROVIDING AN EFFECTIVE DATE

**Summary of Purpose and Why:**

Luz Del Mundo (Light of the World), Inc. was approved as part of the CDBG Annual Action Plan by the City Commission for the FY 2015-2016 funding year. The organization's Free Indigent Health Care Access, Outreach Education & Treatment Program focuses on providing medical care and treatment to low income residents who are medically underserved, uninsured and/or not eligible for government benefits. The Resolution will approve the required Subrecipient Agreement for the utilization of CDBG Funds in the amount of $10,000.

(1) Origin of request for this action: Office of Housing and Urban Improvement
(2) Primary staff contact: Mark Korman/Miriam Carrillo, Director Ext. 4656
(3) Expiration of contract, if applicable: September 30, 2016
(4) Fiscal impact and source of funding: CDBG Funds in the amount of $10,000

| DEPARTMENTAL COORDINATION | | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| OHUI | 10/16/15 | Approval | M. Korman for M. Carrillo |
| City Attorney | 10/16/15 | | |
| Finance | 10/16/15 | approval | S. Sebale |

X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | | Resolution | | Consideration | |
|---|---|---|---|---|---|
| Workshop | | | | | |
| 1st Reading | | 1st Reading | | Results: | Results: |
| 2nd Reading | | | | | |

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND LUZ DEL MUNDO-(LIGHT OF THE WORLD), INC. PROVIDING FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a SUBRECIPIENT Agreement between the City of Pompano Beach and Luz Del Mundo-(Light of the World), Inc., Inc. providing for the Funding and Administration of Community Development Block Grant Projects, a copy of which Agreement is attached hereto and is incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Luz Del Mundo-(Light of the World), Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

# CITY OF POMPANO BEACH, FLORIDA
# COMMUNITY DEVELOPMENT BLOCK GRANT
# PUBLIC SERVICE PROGRAMS AGREEMENT

**THIS AGREEMENT** (hereinafter the "Agreement") is entered into this **_____day of _____, 2015**, between the City of Pompano Beach, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY") and **Luz Del Mundo-(Light of the World), Inc.**, a Florida not for profit corporation (hereinafter referred to as the "SUBRECIPIENT").

| | |
|---|---|
| **FUNDING SOURCE:** | **Community Development Block Grant Funds** |
| **AMOUNT:** | **$10,000.00** |
| **TERM OF THE AGREEMENT:** | **October 1, 2015 - September 30, 2016** |
| **IDIS NUMBER (to be completed by the City):** | |
| **DUNS NUMBER:** | **123623196** |
| **CDFA NUMBER:** | **14.218** |

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

## ARTICLE I
## EXHIBITS AND DEFINITIONS

1.1 EXHIBITS. Attached hereto and forming a part of this Agreement are the following Exhibits:

| | |
|---|---|
| Exhibit A | Resolution Authorizing Execution of this Agreement |
| Exhibit B | Work Program |
| Exhibit C | Compensation and Budget Summary |
| Exhibit D | Certification Regarding Lobbying Form |
| Exhibit E | Certification Regarding Debarment, Suspension and other Responsibility Matters (Primary Covered Transactions Form). |
| Exhibit F | Crime Entity Affidavit |

1.2 DEFINED TERMS. As used herein the following terms shall mean:

| | |
|---|---|
| Act or 24 CFR 570 | Title I of the Housing and Community Development Act of 1974, as amended. |
| Agreement Records: | Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the SUBRECIPIENT or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys. |
| CDBG Program: | Community Development Block Grant Program. |
| CDBG Requirements: | The requirements contained in 24 CFR Part 570, Rule 9I of the Florida Administrative Code and as established by the City of Pompano Beach, Florida. |
| Department: | The City of Pompano Beach Office of Housing and Urban Improvement. |
| Federal Award: | Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement. |
| Low-and-Moderate Income Person: | A member of a low- or moderate-income family whose income is within specific income levels set forth by U.S. HUD. |
| U.S. HUD or HUD: | The United States Department of Housing and Urban Development. |

## ARTICLE II

## BASIC REQUIREMENTS

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY's execution of this Agreement:

2.1 The Work Program submitted by the SUBRECIPIENT to the CITY which shall become attached hereto as Exhibit B to this Agreement and shall include the following:

2.1.1 The description section shall detail the activities to be carried out by the SUBRECIPIENT. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG Funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.

2.1.2 The schedule of activities and measurable objectives plays an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the SUBRECIPIENT under this Agreement.

2.2 The Budget Summary attached hereto as Exhibit C, which shall include: completion of the SUBRECIPIENT'S Itemized Budget, Cost Allocation, Budget Narrative, Staff Salaries Schedule and a copy of all subcontracts.

2.3 A list of the SUBRECIPIENT'S present officers and members of the Board (names, addresses and telephone numbers).

2.4 A list of key staff persons (with their titles) who will carry out the Work Program.

2.5 Completion of an Authorized Representative Statement.

2.6 Completion of a Statement of Accounting System.

2.7 A copy of the SUBRECIPIENT'S corporate personnel policies and procedures.

2.8 Job description and resumes for all positions funded in whole or in part under this Agreement.

2.9 A letter accepting the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" and Lead Based Paint Regulations 24 CFR Part 35.

2.10 Copy of the SUBRECIPIENT'S last federal income tax return (IRS Form 990).

2.11 The following corporate documents:

(i) Bylaws, resolutions, and incumbency certificates for the SUBRECIPIENT, certified by the SUBRECIPIENT'S Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY.

2.12 ADA Certification.

2.13 Drug Free Certification.

2.14 All other documents reasonably required by the CITY.

## ARTICLE III

## TERMS AND PROCEDURES

3.1 CITY AUTHORIZATION:

For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided in this Agreement.

3.2 EFFECTIVE DATE AND TERM:

This Agreement shall begin upon the date of execution **and end on September 30, 2016**.

3.3 OBLIGATIONS OF SUBRECIPIENT:

The SUBRECIPIENT shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and as set forth by HUD and the CITY.

3.4 LEVEL OF SERVICE:

Should start-up time for the Work Program be required or in the event of the occurrence of any delays in the activities thereunder, the SUBRECIPIENT shall immediately notify the Department in writing, giving all pertinent details and indicating when the Work Program shall begin and/or continue. It is understood and agreed that the SUBRECIPIENT shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any activities funded through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

## ARTICLE IV

## CDBG FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 COMPENSATION

The amount of compensation payable by the City to the Project Sponsor shall be based on the rates, schedules and conditions described in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement."

4.2 INSURANCE:

At all times during the term hereof, the SUBRECIPIENT shall maintain insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the SUBRECIPIENT shall furnish to the CITY original certificates of insurance indicating that the SUBRECIPIENT is in compliance with the provisions of this Article. The insurance shall list CITY as an additional insured.

4.2.1 SUBRECIPIENT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. SUBRECIPIENT shall not commence work until the required insurance is in force and evidence of insurance acceptable to CITY has been provided to, and approved by, CITY. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, SUBRECIPIENT shall provide CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

4.2.2 Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: $ 1,000,000 Each Accident

$ 1,000,000 Disease -Policy Limit

$ 1,000,000 Disease -Each Employee

If applicable, SUBRECIPIENT may, alternatively, submit its signed acknowledgement on a form provided by CITY that it has fewer than four employees, has elected not to purchase Worker's Compensation insurance to cover those employees, and has posted notice(s) declaring the absence of Worker's Compensation Insurance coverage, as required by the State of Florida.

4.2.3 General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured -Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$ 300,000 General Aggregate

$ 200,000 Products/Completed Operations Aggregate

$ 200,000 Personal and Advertising Injury

$ 200,000 Each Occurrence

4.2.4 Automobile Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for automobile liability, SUBRECIPIENT shall procure Automobile Liability Insurance. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 300,000 Each Occurrence -Bodily Injury and Property/Damage Combined

4.2.5 Professional Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for sources of liability out of the rendering or failure to render those services, SUBRECIPIENT shall procure Professional Liability Insurance. Such insurance shall be on a form acceptable to CITY

and shall cover SUBRECIPIENT for those sources of liability arising out of the rendering or failure to render the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 300,000 Each Claim/Annual Aggregate

4.2.6 The insurance provided by SUBRECIPIENT shall apply on a primary basis. Any insurance, or self-insurance, maintained by the SUBRECIPIENT shall be excess of, and shall not contribute with, the insurance provided by SUBRECIPIENT. Except as otherwise specified, no deductible or self-insured retention is permitted.

4.2.7 Neither approval nor failure to disapprove insurance furnished by SUBRECIPIENT shall relieve SUBRECIPIENT from responsibility to provide insurance as required by this Agreement.

4.2.8 SUBRECIPIENT shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

4.2.9 SUBRECIPIENT'S failure to obtain, pays for, or maintains any required insurance shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, CITY may use the services of another SUBRECIPIENT or SUBRECIPIENTs, without CITY'S incurring any liability to SUBRECIPIENT.

4.3 FINANCIAL ACCOUNTABILITY:

The CITY reserves the right to audit the records of the SUBRECIPIENT at any time during the performance of this Agreement and for a period of three years after its expiration/termination. The SUBRECIPIENT agrees to provide all financial and other applicable records and documentation of services to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice which are found by the CITY, on the basis of such audit, not to constitute allowable expenditures. Any payments made to the SUBRECIPIENT are subject to reduction for overpayments on previously submitted invoices.

4.4 RECAPTURE OF FUNDS:

The CITY reserves the right to recapture funds in the event that the SUBRECIPIENT shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the direction of the federal, state and local agencies.

4.5 CONTINGENCY CLAUSE:

Funding pursuant to this Agreement is contingent on the availability of funds and continued authorization for CDBG Program activities, and is also subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or changes in regulations.

## ARTICLE V

## AUDIT

5.1 As a necessary part of this Agreement, the SUBRECIPIENT shall adhere to the following audit requirements:

5.1.1 If the SUBRECIPIENT expends $750,000 or more in the fiscal year it shall have a single audit or program specific audit conducted for that year. The audit shall be conducted in accordance with GAGAS and the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

The audit shall determine whether the financial statements are presented fairly in all material respects in conformity with generally accepted accounting principles.

In addition to the above requirements, the auditor shall perform procedures to obtain an understanding of internal controls and perform sufficient testing to ensure compliance with the procedures. Further the auditor shall determine whether the SUBRECIPIENT has complied with laws, regulations and the provisions of this Agreement.

A reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period. The reporting package will include the certified financial statements and schedule of expenditures of Federal Awards; a summary schedule of prior audit findings; the auditor's report and the corrective action plan. The auditor's report shall include:

a) an opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of

Federal Awards is presented fairly in all material respects in relation to the financial statements taken as a whole.

b) a report on internal controls related to the financial statements and major programs. This report shall describe the scope of testing of internal controls and the results of the test, and, where applicable, refer to the separate schedule of findings and questioned costs.

c) a report on compliance with laws, regulations, and the provisions of contracts and/or this Agreement, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion (or disclaimer of opinion) as to whether the SUBRECIPIENT complied with the laws, regulations, and the provisions of contracts and this Agreement which could have a direct and material effect on the program and, where applicable, refer to the separate schedule of findings and questioned costs.

d) a schedule of findings and questioned cost which shall include the requirements of the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

5.1.2 If the SUBRECIPIENT expends less than $750,000 in the fiscal year it is exempted from Federal audit requirements for that year and, consequently, the audit cost is not a reimbursable expense. The City, however, may request the SUBRECIPIENT to have a limited scope audit for monitoring purposes. These limited scope audits will be paid for and arranged by the City and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

All reports presented to the City shall, where applicable, include sufficient information to provide a proper perspective for judging the prevalence and consequences of the findings, such as whether an audit finding represents an isolated instance or a systemic problem. Where appropriate, instances identified shall be related to the universe and the number of cases examined and quantified in terms of dollar value.

## ARTICLE VI

## RECORDS AND REPORTS

6.1 The SUBRECIPIENT shall establish and maintain sufficient records to enable the CITY to determine whether the SUBRECIPIENT has met the requirements of the CDBG Program.

At a minimum, the following records shall be maintained by the SUBRECIPIENT:

6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical locus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Subrecipient shall comply with Florida's Public Records Law. Specifically, the Subrecipient shall:

Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Subrecipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

The failure of Subrecipient to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the SUBRECIPIENT may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of "low- and moderate-income person" and "low- and moderate-income household" as set forth in 24 CFR 570.3; or, the SUBRECIPIENT may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the SUBRECIPIENT may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be "low- and moderate-income persons" based upon HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

(i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.

(ii) For each activity determined to benefit low- and moderate-income persons based on the area served by the activity:

(a) The boundaries of the service area;

(b) The income characteristics of families and unrelated individuals in the service area; and

(c) If the percent of low- and moderate-income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii);

(iii) For each activity determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low- and moderate-income persons:

(a) Documentation establishing that the facility or service is designed for and used by senior citizens, disabled persons, battered spouses, abused children, the homeless, illiterate persons, or migrant farm workers, for which the regulations provide presumptive benefit to low- and moderate-income persons; or

(b) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low- and moderate-income persons; or

(c) Data showing the size and annual income of the household of each person receiving the benefit.

6.1.3 Equal Opportunity Records containing:

(i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

(ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

6.2.1 The Department shall have the authority to review the SUBRECIPIENT'S records, including Project and programmatic records and books of account, for a period of three (3) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the expiration of the Retention Period.

The SUBRECIPIENT shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided thereunder. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records.

The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY, federal personnel and any other personnel duly authorized by the CITY.

6.2.2 The SUBRECIPIENT shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall in its sole discretion determine when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement

6.2.3 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The SUBRECIPIENT shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The SUBRECIPIENT shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

6.3 PROVISION OF RECORDS:

6.3.1 At any time upon request by the Department, the SUBRECIPIENT shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the SUBRECIPIENT receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 MONITORING:

The SUBRECIPIENT shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the SUBRECIPIENT which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the SUBRECIPIENT. Following such inspection or interviews, the Department will deliver to the SUBRECIPIENT a report of its findings. The SUBRECIPIENT will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the SUBRECIPIENT'S justification is acceptable.

At the request of the CITY, the SUBRECIPIENT shall transmit to the CITY written statements of the SUBRECIPIENT's official policies on specified issues relating to the SUBRECIPIENT's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the SUBRECIPIENT shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received

by the CITY or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 RELATED PARTIES:

The SUBRECIPIENT shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party transaction. The term "related-party transaction" includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the SUBRECIPIENT is responsible for appointing memberships. The SUBRECIPIENT shall report this information to the Department upon forming the relationship, or if already formed, shall report such relationship prior to or simultaneously with the execution of this Agreement. Any supplemental information shall be promptly reported to the Department.

## ARTICLE VII

## OTHER CDBG PROGRAM REQUIREMENTS

7.1 The SUBRECIPIENT shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201.

7.2 The SUBRECIPIENT shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low and moderate-income persons.

7.3 The SUBRECIPIENT shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.

7.4 The SUBRECIPIENT shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the SUBRECIPIENT in adhering to the provisions of this Agreement. Representatives of the SUBRECIPIENT shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.

7.5 SUBRECIPIENT shall, to the greatest possible, give low-and-moderate-income residents of the service areas opportunities for training and employment.

7.6 NON-DISCRIMINATION:

The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status, sexual orientation or handicap in connection with the activities and/or the Work Program or its performance under this Agreement.

Furthermore, the SUBRECIPIENT agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status, sexual orientation or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.7 The SUBRECIPIENT shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).

7.8 The Subrecipient and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.

7.9 The SUBRECIPIENT shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010 incorporated herein as part of this Agreement.

7.10 UNIFORM ADMINISTRATIVE REQUIREMENTS. The SUBRECIPIENT shall comply with the requirements and standards of the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

7.11 RELIGIOUS ORGANIZATIONS/CONSTITUTIONAL PROHIBITION. If the SUBRECIPIENT is or was created by a religious organization, the SUBRECIPIENT agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j).

In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, as provided in 24 CFR Part 570.200(j). The SUBRECIPIENT shall comply with those requirements and prohibitions when entering into subcontracts.

7.12 REVERSION OF ASSETS. Upon expiration/termination of this Agreement, the SUBRECIPIENT must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.

7.13 ENFORCEMENT OF THIS AGREEMENT. Any violation of this Agreement that remains uncured thirty (30) days after the SUBRECIPIENT'S receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the SUBRECIPIENT materially fails to comply with the

terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 24 CFR Part 85.43, as set forth more fully below in Article IX of this Agreement.

7.14 The SUBRECIPIENT shall not assume the CITY's environmental responsibilities described at 24 CFR 570.604 of the CDBG Program regulations or the CITY's responsibility for initiating the review process under Executive Order 12372.

## ARTICLE VIII

## PROGRAM INCOME

8.1 Program income means gross income received by the SUBRECIPIENT which has been directly generated from the use of the CDBG Funds. When such income is generated by an activity that is only partially assisted with the CDBG Funds, the income shall be prorated to reflect the percentage of CDBG Funds used. Program income generated by CDBG funded activities shall be used only to undertake those activities specifically approved by the CITY on and for the Work Program. All provisions of this Agreement shall apply to such activities. Any program income on hand when this Agreement expires/terminates or received after such expiration/termination shall be paid to the CITY, as required by 24 CFR 570.503(b) (7) of the CDBG Program regulations.

The SUBRECIPIENT shall submit to the CITY monthly a Program Income Report and a Work Program Status Report. The Program Income Report shall identify CDBG activities in which income was derived and how income has been utilized.

8.2 REPAYMENTS. Any interest or other return on the investment of the CDBG Funds shall be remitted to the CITY on a monthly basis. Any CDBG Funds funded to the SUBRECIPIENT that do not meet the eligibility requirements, as applicable, must be repaid to the CITY.

## ARTICLE IX

## REMEDIES, SUSPENSION, TERMINATION

9.1 REMEDIES FOR NONCOMPLIANCE. The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the SUBRECIPIENT, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the SUBRECIPIENT an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the SUBRECIPIENT that any payment made in accordance with this Agreement to the SUBRECIPIENT shall be made only if the SUBRECIPIENT is not in default under the terms of this Agreement. If the SUBRECIPIENT is in default, the CITY shall not be obligated and shall not pay to the SUBRECIPIENT any sum whatsoever.

If the SUBRECIPIENT materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

9.1.1 Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT, or such more severe enforcement action as the CITY determines is necessary or appropriate.

9.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.

9.1.3 Wholly or partly suspend or terminate the current CDBG Funds awarded to the SUBRECIPIENT.

9.1.4 Withhold further CDBG grants and/or loans for the SUBRECIPIENT.

9.1.5 Take all such other remedies that may be legally available.

9.2 SUSPENSION:

9.2.1 The Department may, for reasonable cause temporarily suspend the SUBRECIPIENT'S operations and authority to obligate funds under this Agreement or withhold payments to the SUBRECIPIENT pending necessary corrective action by the SUBRECIPIENT, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:

(i) Ineffective or improper use of the CDBG Funds by the SUBRECIPIENT;

(ii) Failure by the SUBRECIPIENT to materially comply with any term or provision of this Agreement;

(iii) Failure by the SUBRECIPIENT to submit any documents required by this Agreement; or

(iv) The SUBRECIPIENT'S submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the SUBRECIPIENT'S authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the SUBRECIPIENT in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in person delivery with proof of delivery. The notification will include the reason(s) for such action, any conditions relating to the action taken, and the necessary corrective action(s).

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY'S funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four (24) hours prior notice in writing to the SUBRECIPIENT. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. In the event that the CITY'S funding source reduces the CITY'S entitlement under the CDBG Program, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the SUBRECIPIENT pursuant to this Agreement.

9.3.2 Termination for Breach.

The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion that the SUBRECIPIENT is not materially complying with any term or provision of this Agreement.

The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever of the SUBRECIPIENT to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.

9.3.3 Unless the SUBRECIPIENT'S breach is waived by the Department in writing, the Department may, by written notice to the SUBRECIPIENT, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

## ARTICLE X

## MISCELLANEOUS PROVISIONS

10.1 INDEMNIFICATION. The SUBRECIPIENT shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the SUBRECIPIENT'S activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the SUBRECIPIENT and/or any persons acting for or on its behalf, and from and against any relevant orders, judgments, or decrees which may be entered against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

10.2 AMENDMENTS. No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications shall be approved by the Department in writing.

10.3 OWNERSHIP OF DOCUMENTS. All documents developed by the SUBRECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the City. The SUBRECIPIENT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

It is further understood by and between the parties that any document which is given by the CITY to the SUBRECIPIENT pursuant to this Agreement shall at all times remain the property of the CITY and shall not be used by the SUBRECIPIENT for any other purpose whatsoever without the prior written consent of the CITY.

10.4 AWARD OF AGREEMENT. The SUBRECIPIENT warrants that is has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

10.5 NON-DELEGABILITY. The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY'S prior written consent which may be granted or withheld in the CITY'S sole discretion.

10.6 CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and enforced according to the laws of the State of Florida.

10.7 CONFLICT OF INTEREST.

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

SUBRECIPIENT is aware of the conflict of interest laws for any CDBG activities as per 24 CFR, Part 570.611, which states that anyone controlling or influencing any CDBG activities may not: (a) obtain personal or financial interest or benefits, including money, favors, gratuities, entertainment or anything of value that might be interpreted as conflict of interest; (b) obtain a direct or indirect interest in any contract, subcontract or agreement for any CDBG activity. This prohibition extends to contracts in which your spouse, minor child, dependent or business associate may have personal or financial interest.

This prohibition extends for a one-year period after you leave a position with a CDBG activity or project; (c) request for exceptions which may enhance the effectiveness of the CDBG project must be made in writing to the CITY and approved by HUD.

In addition, no board members, employees, or any GRANTEE representative may simultaneously serve on the CITY's Community Development Advisory Committee.

10.7.2 The SUBRECIPIENT is aware of the conflict of interest laws of the City of Pompano Beach and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement. The SUBRECIPIENT shall comply with the standards contained within the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

10.8 HATCH ACT. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

10.9 NO OBLIGATION TO RENEW. Upon expiration of the term of this Agreement, the SUBRECIPIENT agrees and understands that the CITY has no obligation to renew this Agreement.

10.10 ENTIRE AGREEMENT:

This instrument and its attachments constitute the only Agreement of the parties hereto relating to the CDBG Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

10.11 GENERAL CONDITIONS.

10.11.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in person delivery or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time, upon notice in writing. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY OF POMPANO BEACH

Miriam Carrillo, Director
Office of Housing and Urban Improvement
100 W. Atlantic Blvd., Suite 220
PO Box 1300
Pompano Beach, Florida 33061

SUBRECIPIENT

Sandra Lozano
Luz Del Mundo-(Light of the World), Inc.
5333 N. Dixie Highway #201
Oakland Park, Florida 33334

10.11.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.11.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.

10.11.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.11.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the United States of America, State of Florida or the City of Pompano Beach, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.12 INDEPENDENT CONTRACTOR. THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.

10.13 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.14 SUBRECIPIENT CERTIFICATION. The SUBRECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with this Agreement and to provide such information as may be required by this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized on the date above written.

**"SUBRECIPIENT"**

**Luz Del Mundo-(Light of the World), Inc., a Florida not-for-profit corporation**

Witnesses:

Printed Name

By: _____
Signature

Carlos Reyes
Name Printed, Typed or Stamped

Title: Interim CEO / President

Printed Name

(SEAL)

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 15th day of October, 2015 by Carlos Reyes, as _____ of _____, a Florida non-profit corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

SANDRA L. BARRY
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF167149
Expires 11/8/2018

Commission Number

Initials CR

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH
CITY MANAGER

Attest:

_____ (SEAL)
ASCELETA HAMMOND
CITY CLERK

Approved As To Form:

_____
MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

**EXHIBIT A**

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND LUZ DEL MUNDO-(LIGHT OF THE WORLD), INC. PROVIDING FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a SUBRECIPIENT Agreement between the City of Pompano Beach and Luz Del Mundo-(Light of the World), Inc., Inc. providing for the Funding and Administration of Community Development Block Grant Projects, a copy of which Agreement is attached hereto and is incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Luz Del Mundo-(Light of the World), Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

# Exhibit B - Work Plan

**EXHIBIT "B"**

**WORK PROGRAM**

**Project Name:** Free Indigent Health Care Access, Outreach Education & Treatment Program for Pompano Beach Residents

**Project Description:**

Public Service Free Indigent Health Care Access, Outreach Education & Treatment Program for Pompano Beach residents and their families focuses on providing medical care and treatment to those City residents who are exhibiting some medical problem, that are medically underserved, uninsured and/or not eligible for government benefits and who live in very-low and low-income census tracts in the City of Pompano Beach. 100% of the clients receiving assistance through our program have Health Disparities with 75% exhibiting Chronic Disease (Diabetes/Hypertension/Heart Disease, Cholesterol, Vision/Glaucoma or Scoliosis). As a result of these medical issues, the patients and residents we are serving do not have the stamina, mental capability, or fortitude to ensure that their actions comply with the standards of fair housing guidelines and legislation. By providing basic health including preventative and corrective treatments, the individuals served at our facility will gain the strength and personal health resources to ensure that their fair housing standards and guarantees are enforced.

The Program will begin October 1, 2015 and continue through September 30, 2016 as a one year program and will provide for partial rent, utilities, insurance and medical testing equipment to improve and enhance the level of essential health care and preventative medical services to a minimum of 50 medically underserved, uninsured, at risk Pompano Beach residents that traditionally do not have access to or are not aware of or cannot obtain effective health care due to cultural barriers or lack of health insurance.

**Primary Objectives and Outcomes:**

Through CDBG funding, Luz Del Mundo – Light of the World Clinic to provide free health care and education to approximately 500 (community outreach) and 50 individuals (direct medical treatment) medically underserved, uninsured, and not eligible for government benefit Pompano Beach residents from Pompano Beach zip code areas **33060, 22062, 33063, 33064, 33065, 33066, 33068, 33069, 33071, 33073, 33074, 33093**.

| Goal | Objective | Activities | Timeline |
|---|---|---|---|
| Increase understanding of health issues and implications of poor health management for low income individuals residing in Pompano Beach | To provide Community Outreach to Medically Underserved & Uninsured Individuals | Medically underserved, uninsured will participate in one (1) hour of service per week (for approx. three (3) months or more depending upon their diagnosis & response to treatment, receive individualized medical screening, education (English/Spanish), one-to-one health treatment services and education about personal health care | Provide community outreach, community fairs and events. Conduct health fairs in community and in clinic. Conduct intake, assessment, determine medical baseline and develop a an individualized medical treatment plan (ongoing) |

| | | | |
|---|---|---|---|
| | | responsibilities provided by Clinic | |
| Improve the health of at risk individuals residing in Pompano Beach through education and instruction | To provide Education to Medically Underserved & Uninsured Individuals | Medically underserved, uninsured will participate in one (1) hour of service per week (for approx. three (3) months or more depending upon their diagnosis & response to treatment, receive individualized medical screening, education (English/Spanish), one-to-one health treatment services and education about personal health care responsibilities provided by Clinic | Provide community outreach, events. Conduct health fairs in community and in clinic. Conduct intake, assessment, determine medical baseline and develop a an individualized medical treatment plan (ongoing) |
| Improve the health of medically underserved and uninsured individuals residing in Pompano Beach | To provide Free Medical Services and Treatment to Medically Underserved & Uninsured Individuals | Medically underserved, uninsured will participate in one (1) hour of service per week (for approx. three (3) months or more depending upon their diagnosis & response to treatment, receive individualized medical screening, education (English/Spanish), one-to-one health treatment services and education about personal health care responsibilities provided by Clinic | Provide community outreach, community fairs and events. Conduct health fairs in community and in clinic. Conduct intake, assessment, determine medical baseline and develop a an individualized medical treatment plan (ongoing) |

**Program Outcomes include:**

(1) 85% of those participating in the health care and prevention outreach program will increase their knowledge of individual health and how to be proactive about health;

(2) 75% (based on past program performance) of participants will adopt preventative behaviors, reduce smoking, adopt healthy diet, be physically active, and will show improved health, decrease of actual/potential medication use, improved nutrition, glucose monitoring, cholesterol, blood pressure, weight loss.

(3) 85% of those participating in the health care and prevention outreach program will increase their knowledge of individual health and how to be proactive about their health.

| IMPLEMENTATION STEPS | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Provide outreach, education and free medical treatment, services and medication to those medically underserved, uninsured, and not eligible for government benefits | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Conduct intake, processing & medical evaluation of new patients | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Provide various free medical interventions: triage, intake, blood sugar testing, blood pressure testing, blood tests, vision, glaucoma, scoliosis, and other medical diagnostics to determine health baseline of patient and develop an individualized medical treatment plan | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medical Professionals and volunteers work with each individual patient to educate, treat and help patients manage their health including medical screening & monitoring, one-to-one health treatment services, use of medications, nutritional therapy, counseling, etc. | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medical Professionals and volunteers conduct medical monitoring of patients based on need including: 1) hour of service per week (for approximately three (3) months or more depending upon their diagnosis response to treatment) and treatment plan | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |

**The Project Goals during October 1, 2015 - September 30, 2016 include:**

| GOAL | EVALUATION METHOD | REPORTING MECHANISM |
|---|---|---|
| Provide Community Outreach to Medically Underserved & Uninsured Individuals | Measured and documented proof by: medical records, medical baseline measured at time of 'intake', monthly medical progress and post-treatment medical records/lab reports and interviews. | Medical Records, Medical Baseline, Medical Records, Post Treatment Medical records/lab reports and interviews. Completion: 9/30/16 |
| Provide Access & Education to Medically Underserved & Uninsured Individuals | Proof by medical improvement based on patients medical records, at time of 'intake', medical lab tests results and records. | Medical Records, Medical Baseline, Medical Records, Post Treatment Medical records/lab reports and interviews Completion: 9/30/16 |
| Provide Free Medical Services and Treatment to Medically Underserved & Uninsured Individuals | Measured and documented proof by: medical records, medical baseline measured at time of 'intake', monthly medical progress and post-treatment medical records/lab reports and interviews. | Medical Records, Medical Baseline, Medical Records, Post Treatment Medical records/lab reports and interviews. Completion: 9/30/16 |

**Evaluation:** Free Indigent Health Care Access, Outreach Education & Treatment Program for Pompano Beach Residents activities will be monitored and evaluated regularly by the Medical Director and Board of Directors.

Program adjustments will be implemented as appropriate to ensure success. Monitoring of program accomplishments will be based on a bi-monthly evaluative model with the first monitoring/evaluation occurring three months from grant notification. Subsequent monitoring reports will be issued quarterly, program adjustments implemented if necessary.

Evaluation criteria used in the monitoring process will be based upon two indicators: 1) the number of counseling/healthcare sessions conducted; and 2) the number of patients examined or treated. In terms of qualitative monitoring, the Medical Director will monitor data on patient health outcomes to identify community perceptions on the quality of health care education information being disseminated. The Medical Director will provide program status reports to the Board of Directors on a monthly basis and will coordinate responsibility for on-going monitoring and adaptation of the healthcare program services. Program adjustments will be implemented as appropriate or necessary. Reports will utilize patient data to develop a statistically viable profile of met and unmet patient needs being addressed by the Clinic so that future potential funding entities and appropriate governmental organizations can be more fully aware of the needs of the target population.

<u>Evaluative Indicators will include the following:</u>

Intake of patients, interviews and known history.

Mid-year: Determine medical progress/health improvements of patients identified with Diabetes

End-year: evaluate medical progress/health improvements of patient after year-long program participation

Through Indigent Health Care and Prevention Outreach Program we will provide individual and group health education and diabetic counseling to more than 50 patients (pre and post through patient interviews and records).

# EXHIBIT C

## COMPENSATION AND BUDGET SUMMARY

## Luz Del Mundo-(Light of the World), Inc.

A. **All payments shall be in the form of reimbursements for program services provided. SUBRECIPIENT will be paid according to the approved budget submitted to the CITY for the specific program. The budget determined for Luz Del Mundo-(Light of the World), Inc. for the funding period beginning October 1, 2015 through September 30, 2016 is attached and hereby incorporated and made part of Exhibit C.**

The City shall pay Luz Del Mundo-(Light of the World), Inc. (hereinafter referred to as the "SUBRECIPIENT") as maximum compensation for the services required pursuant to this Agreement the sum of **$10,000.00**.

B. During the term hereof and for a period of one (1) year following the date of the last payment made hereunder, the CITY shall have the right to review and audit the time records and related records of the SUBRECIPIENT pertaining to any payments by the CITY.

C. Requests for payment should be made at least on a monthly basis, by the 15th of the month. Reimbursement requests should be submitted to the City within thirty (30) calendar days after the indebtedness has been incurred on the reimbursement request form provided by the Office of Housing and Urban Improvement.

D. The SUBRECIPIENT must submit the final request for payment to the City within 30 calendars days following the expiration date or termination date of this Agreement on a form a provided by the Office of Housing and Urban Improvement. If the SUBRECIPIENT fails to comply with this requirement, the SUBRECIPIENT shall forfeit all rights to payment and the City shall not honor any request submitted thereafter.

E. Any payment due under this Agreement may be withheld pending the receipt and approval by the City of all reports due from the SUBRECIPIENT as a part of this Agreement and any modifications.

Victor Reyes, Interim CEO/President — 10-15-15

Name and Title — Date

**EXHIBIT "C"**

**BUDGET TABLE/COSTS FOR PROJECT**

| | | Funding Sources | | | | |
|---|---|---|---|---|---|---|
| | **Cost Category** | **Pompano Beach CDBG** | **Clinic& Other Funders** | | **Total** | |
| **A.** | Personnel | $ | $25,320 | | $25,320 | |
| **B.** | Fringe Benefits | $ | $5,317 | | $5,317 | |
| **C** | Travel | $ | | | $ | |
| **D.** | Equipment | $ | | | $ | |
| **E.** | Supplies | $ | | | $ | |
| **F.** | Contractual Services | $ | | | $ | |
| **G.** | Construction | $ | | | $ | |
| **H.** | Utilities (Telephone/FPL) | $ | $5,000 | | $5,000 | |
| **I.** | Rent: Building Occupancy | $10,000 | 25,132 | | $35,132 | |
| **J.** | Insurance, Legal & Financial | $ | $5,000 | | $5,000 | |
| | | | | | | |
| | | | | | | |
| **H** | | | | | | |
| **I.** | Total | $10,000 | $65,769 | | $75,769 | |

The Program as outlined and budgeted, will provide, free medical treatment & health care supplies, medications and outreach education by volunteer doctors/medical professionals to **approximately** 500 individuals (community outreach) and 50 individuals (direct medical treatment) medically underserved, uninsured Pompano residents (HUD verification).

Clinic will match CDBG Funds with $65,769 from other sources and grants as noted above.

# EXHIBIT D

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

### CERTIFICATION REGARDING LOBBYING
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(1) This undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Luz Del Mundo (Light of the World), Inc

SUBRECIPIENT

Carlos Reyes, Interim CEO / President

PRINT NAME OF CERTIFYING OFFICIAL

Carlos Reyes 10-15-15

SIGNATURE OF CERTIFYING OFFICIAL DATE

* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over $100,000 (per OMB).

# EXHIBIT E

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and

    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Pompano Beach.

SUBRECIPIENT

Carlos Reyes, Interim CEO/President

PRINT NAME OF CERTIFYING OFFICIAL

Carlos Reyes

SIGNATURE OF CERTIFYING OFFICIAL

10-15-15

DATE

# EXHIBIT F

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

### SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

   By Carlos Reyes, Interim CEO/President for Luz Del Mundo (Light of the World), Inc.
   (print this individual's name and title)

   for CDBG Grant
   (print name of entity submitting statements)

   whose business address is 5333 N. Dixie Highway, Suite 201, Oakland Park, FL 33334

   and if applicable is Federal Employer Identification Number (FEIN) is 65-0266070

   If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

   _____

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

CP Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Carlos Reyes
_____
(Signature)

Sworn to me and subscribed before me this 15th day of October, 2015.

Personally known _____

Or produced identification

Notary Public—State of Florida

_____ My commission expires 11/8/18
(Type of Identification)

Sandra R Barry
(Printed, typed or stamped commissioned name of notary public)

SANDRA L. BARRY
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF167149
Expires 11/8/2018

Meeting Date: October 27, 2015 Agenda Item 17

REQUESTED COMMISSION ACTION:

| X | Consent | | Ordinance | X | Resolution | | Consideration/ Discussion | | Presentation |
|---|---|---|---|---|---|---|---|---|---|

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND NEW HORIZON COMMUNITY DEVELOPMENT CORPORATION, INC., PROVIDING FOR THE FUNDING AND ADMINISTRATION OF CDBG FUNDS IN THE AMOUNT OF $12,500.00 AND PROVIDING AN EFFECTIVE DATE.

## Summary of Purpose and Why:

New Horizon Community Development Corporation, Inc. was approved as part of the CDBG Annual Action Plan by the City Commission for the FY 2015-2016 funding year. This project provides educational summer camp activities for low and moderate income youth in the City's Northwest Area

(1) Origin of request for this action: Office of Housing and Urban Improvement
(2) Primary staff contact: Mark Korman/Miriam Carrillo, Director Ext. 4656
(3) Expiration of contract, if applicable: September 30, 2016
(4) Fiscal impact and source of funding: CDBG Funds in the amount of $12,500.00

| DEPARTMENTAL COORDINATION | | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| OHUI | 10/15/15 | Approval | M. Korman/M. Carrillo |
| City Attorney | 10/15/15 | | |
| Finance | 10/16/15 | approval | |

X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | Resolution | Consideration | |
|---|---|---|---|
| Workshop | | | |
| 1st Reading | 1st Reading | Results: | Results: |
| 2nd Reading | | | |

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND NEW HORIZON COMMUNITY DEVELOPMENT CORPORATION, INC., PROVIDING FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a SUBRECIPIENT Agreement between the City of Pompano Beach and New Horizon Development Corporation, Inc., providing for the Funding and Administration of Community Development Block Grant Projects, a copy of which Agreement is attached hereto and is incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and New Horizon Development Corporation, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

City Of Pompano Beach
Approved / Received
OCT 13 2015
Office Of Housing And
Urban Improvement

# CITY OF POMPANO BEACH, FLORIDA
# COMMUNITY DEVELOPMENT BLOCK GRANT
# PUBLIC SERVICE PROGRAMS AGREEMENT

**THIS AGREEMENT** (hereinafter the "Agreement") is entered into this _____**day of** _____, **2015**, between the City of Pompano Beach, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY") and **New Horizon Community Development Corporation, Inc.**, a Florida not for profit corporation (hereinafter referred to as the "SUBRECIPIENT").

| | |
|---|---|
| **FUNDING SOURCE:** | **Community Development Block Grant Funds** |
| **AMOUNT:** | **$12,500.00** |
| **TERM OF THE AGREEMENT:** | **October 1, 2015 - September 30, 2016** |
| **IDIS NUMBER (to be completed by the City):** | |
| **DUNS NUMBER:** | **039046961** |
| **CDFA NUMBER:** | **14.218** |

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

## ARTICLE I
## EXHIBITS AND DEFINITIONS

1.1 EXHIBITS. Attached hereto and forming a part of this Agreement are the following Exhibits:

| | |
|---|---|
| Exhibit A | Resolution Authorizing Execution of this Agreement |
| Exhibit B | Work Program |
| Exhibit C | Compensation and Budget Summary |
| Exhibit D | Certification Regarding Lobbying Form |
| Exhibit E | Certification Regarding Debarment, Suspension and other Responsibility Matters (Primary Covered Transactions Form). |
| Exhibit F | Crime Entity Affidavit |

1.2 DEFINED TERMS. As used herein the following terms shall mean:

| | |
|---|---|
| Act or 24 CFR 570 | Title I of the Housing and Community Development Act of 1974, as amended. |
| Agreement Records: | Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the SUBRECIPIENT or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys. |
| CDBG Program: | Community Development Block Grant Program. |
| CDBG Requirements: | The requirements contained in 24 CFR Part 570, Rule 9I of the Florida Administrative Code and as established by the City of Pompano Beach, Florida. |
| Department: | The City of Pompano Beach Office of Housing and Urban Improvement. |
| Federal Award: | Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement. |
| Low-and-Moderate Income Person: | A member of a low- or moderate-income family whose income is within specific income levels set forth by U.S. HUD. |
| U.S. HUD or HUD: | The United States Department of Housing and Urban Development. |

## ARTICLE II

## BASIC REQUIREMENTS

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY's execution of this Agreement:

2.1 The Work Program submitted by the SUBRECIPIENT to the CITY which shall become attached hereto as Exhibit B to this Agreement and shall include the following:

2.1.1 The description section shall detail the activities to be carried out by the SUBRECIPIENT. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG Funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.

2.1.2 The schedule of activities and measurable objectives plays an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the SUBRECIPIENT under this Agreement.

2.2 The Budget Summary attached hereto as Exhibit C, which shall include: completion of the SUBRECIPIENT'S Itemized Budget, Cost Allocation, Budget Narrative, Staff Salaries Schedule and a copy of all subcontracts.

2.3 A list of the SUBRECIPIENT'S present officers and members of the Board (names, addresses and telephone numbers).

2.4 A list of key staff persons (with their titles) who will carry out the Work Program.

2.5 Completion of an Authorized Representative Statement.

2.6 Completion of a Statement of Accounting System.

2.7 A copy of the SUBRECIPIENT'S corporate personnel policies and procedures.

2.8 Job description and resumes for all positions funded in whole or in part under this Agreement.

2.9 A letter accepting the Office of Management and Budget the OMB Super Circular, "Applicability of Uniform Administrative Requirements" and Lead Based Paint Regulations 24 CFR Part 35.

2.10 Copy of the SUBRECIPIENT'S last federal income tax return (IRS Form 990).

2.11 The following corporate documents:

(i) Bylaws, resolutions, and incumbency certificates for the SUBRECIPIENT, certified by the SUBRECIPIENT'S Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY.

2.12 ADA Certification.

2.13 Drug Free Certification.

2.14 All other documents reasonably required by the CITY.

## ARTICLE III

## TERMS AND PROCEDURES

3.1 CITY AUTHORIZATION:

For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided in this Agreement.

3.2 EFFECTIVE DATE AND TERM:

This Agreement shall begin upon the date of execution **and end on September 30, 2016**.

3.3 OBLIGATIONS OF SUBRECIPIENT:

The SUBRECIPIENT shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and as set forth by HUD and the CITY.

3.4 LEVEL OF SERVICE:

Should start-up time for the Work Program be required or in the event of the occurrence of any delays in the activities thereunder, the SUBRECIPIENT shall immediately notify the Department in writing, giving all pertinent details and indicating when the Work Program shall begin and/or continue. It is understood and agreed that the SUBRECIPIENT shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any activities funded through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

## ARTICLE IV

## CDBG FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 COMPENSATION

The amount of compensation payable by the City to the Project Sponsor shall be based on the rates, schedules and conditions described in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement."

4.2 INSURANCE:

At all times during the term hereof, the SUBRECIPIENT shall maintain insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the SUBRECIPIENT shall furnish to the CITY original certificates of insurance indicating that the SUBRECIPIENT is in compliance with the provisions of this Article. The insurance shall list CITY as an additional insured.

4.2.1 SUBRECIPIENT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. SUBRECIPIENT shall not commence work until the required insurance is in force and evidence of insurance acceptable to CITY has been provided to, and approved by, CITY. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, SUBRECIPIENT shall provide CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

4.2.2 Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: $ 1,000,000 Each Accident

$ 1,000,000 Disease -Policy Limit

$ 1,000,000 Disease -Each Employee

If applicable, SUBRECIPIENT may, alternatively, submit its signed acknowledgement on a form provided by CITY that it has fewer than four employees, has elected not to purchase

Worker's Compensation insurance to cover those employees, and has posted notice(s) declaring the absence of Worker's Compensation Insurance coverage, as required by the State of Florida.

4.2.3 General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured -Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$ 300,000 General Aggregate

$ 200,000 Products/Completed Operations Aggregate

$ 200,000 Personal and Advertising Injury

$ 200,000 Each Occurrence

4.2.4 Automobile Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for automobile liability, SUBRECIPIENT shall procure Automobile Liability Insurance. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 300,000 Each Occurrence -Bodily Injury and Property/Damage Combined

4.2.5 Professional Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for sources of liability out of the rendering or failure to render those services, SUBRECIPIENT shall procure Professional Liability Insurance. Such insurance shall be on a form acceptable to CITY and shall cover SUBRECIPIENT for those sources of liability arising out of the rendering or failure to render the services required in the Agreement including any hold harmless

and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 300,000 Each Claim/Annual Aggregate

4.2.6 The insurance provided by SUBRECIPIENT shall apply on a primary basis. Any insurance, or self-insurance, maintained by the SUBRECIPIENT shall be excess of, and shall not contribute with, the insurance provided by SUBRECIPIENT. Except as otherwise specified, no deductible or self-insured retention is permitted.

4.2.7 Neither approval nor failure to disapprove insurance furnished by SUBRECIPIENT shall relieve SUBRECIPIENT from responsibility to provide insurance as required by this Agreement.

4.2.8 SUBRECIPIENT shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

4.2.9 SUBRECIPIENT'S failure to obtain, pays for, or maintains any required insurance shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, CITY may use the services of another SUBRECIPIENT or SUBRECIPIENTs, without CITY'S incurring any liability to SUBRECIPIENT.

4.3 FINANCIAL ACCOUNTABILITY:

The CITY reserves the right to audit the records of the SUBRECIPIENT at any time during the performance of this Agreement and for a period of three years after its expiration/termination. The SUBRECIPIENT agrees to provide all financial and other applicable records and documentation of services to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice which are found by the CITY, on the basis of such audit, not to constitute allowable expenditures. Any payments made to the SUBRECIPIENT are subject to reduction for overpayments on previously submitted invoices.

4.4 RECAPTURE OF FUNDS:

The CITY reserves the right to recapture funds in the event that the SUBRECIPIENT shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the direction of the federal, state and local agencies.

4.5 CONTINGENCY CLAUSE:

Funding pursuant to this Agreement is contingent on the availability of funds and continued authorization for CDBG Program activities, and is also subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or changes in regulations.

## ARTICLE V

## AUDIT

5.1 As a necessary part of this Agreement, the SUBRECIPIENT shall adhere to the following audit requirements:

5.1.1 If the SUBRECIPIENT expends $750,000 or more in the fiscal year it shall have a single audit or program specific audit conducted for that year. The audit shall be conducted in accordance with GAGAS and the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

The audit shall determine whether the financial statements are presented fairly in all material respects in conformity with generally accepted accounting principles.

In addition to the above requirements, the auditor shall perform procedures to obtain an understanding of internal controls and perform sufficient testing to ensure compliance with the procedures. Further the auditor shall determine whether the SUBRECIPIENT has complied with laws, regulations and the provisions of this Agreement.

A reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period. The reporting package will include the certified financial statements and schedule of expenditures of Federal Awards; a summary schedule of prior audit findings; the auditor's report and the corrective action plan. The auditor's report shall include:

a) an opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of

Federal Awards is presented fairly in all material respects in relation to the financial statements taken as a whole.

b) a report on internal controls related to the financial statements and major programs. This report shall describe the scope of testing of internal controls and the results of the test, and, where applicable, refer to the separate schedule of findings and questioned costs.

c) a report on compliance with laws, regulations, and the provisions of contracts and/or this Agreement, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion (or disclaimer of opinion) as to whether the SUBRECIPIENT complied with the laws, regulations, and the provisions of contracts and this Agreement which could have a direct and material effect on the program and, where applicable, refer to the separate schedule of findings and questioned costs.

d) a schedule of findings and questioned cost which shall include the requirements of the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

5.1.2 If the SUBRECIPIENT expends less than $750,000 in the fiscal year it is exempted from Federal audit requirements for that year and, consequently, the audit cost is not a reimbursable expense. The City, however, may request the SUBRECIPIENT to have a limited scope audit for monitoring purposes. These limited scope audits will be paid for and arranged by the City and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

All reports presented to the City shall, where applicable, include sufficient information to provide a proper perspective for judging the prevalence and consequences of the findings, such as whether an audit finding represents an isolated instance or a systemic problem. Where appropriate, instances identified shall be related to the universe and the number of cases examined and quantified in terms of dollar value.

## ARTICLE VI

## RECORDS AND REPORTS

6.1 The SUBRECIPIENT shall establish and maintain sufficient records to enable the CITY to determine whether the SUBRECIPIENT has met the requirements of the CDBG Program.

At a minimum, the following records shall be maintained by the SUBRECIPIENT:

6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical locus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Subrecipient shall comply with Florida's Public Records Law. Specifically, the Subrecipient shall:

Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Subrecipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

The failure of Subrecipient to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the SUBRECIPIENT may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of "low- and moderate-income person" and "low- and moderate-income household" as set forth in 24 CFR 570.3; or, the SUBRECIPIENT may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the SUBRECIPIENT may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be "low- and moderate-income persons" based upon HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

(i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.

(ii) For each activity determined to benefit low- and moderate-income persons based on the area served by the activity:

(a) The boundaries of the service area;

(b) The income characteristics of families and unrelated individuals in the service area; and

(c) If the percent of low- and moderate-income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii);

(iii) For each activity determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low- and moderate-income persons:

(a) Documentation establishing that the facility or service is designed for and used by senior citizens, disabled persons, battered spouses, abused children, the homeless, illiterate persons, or migrant farm workers, for which the regulations provide presumptive benefit to low- and moderate-income persons; or

(b) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low- and moderate-income persons; or

(c) Data showing the size and annual income of the household of each person receiving the benefit.

6.1.3 Equal Opportunity Records containing:

(i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

(ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

6.2.1 The Department shall have the authority to review the SUBRECIPIENT'S records, including Project and programmatic records and books of account, for a period of three (3) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the expiration of the Retention Period.

The SUBRECIPIENT shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided thereunder. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records.

The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY, federal personnel and any other personnel duly authorized by the CITY.

6.2.2 The SUBRECIPIENT shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall in its sole discretion determine when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement

6.2.3 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The SUBRECIPIENT shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The SUBRECIPIENT shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

6.3 PROVISION OF RECORDS:

6.3.1 At any time upon request by the Department, the SUBRECIPIENT shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the SUBRECIPIENT receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 MONITORING:

The SUBRECIPIENT shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the SUBRECIPIENT which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the SUBRECIPIENT. Following such inspection or interviews, the Department will deliver to the SUBRECIPIENT a report of its findings. The SUBRECIPIENT will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the SUBRECIPIENT'S justification is acceptable.

At the request of the CITY, the SUBRECIPIENT shall transmit to the CITY written statements of the SUBRECIPIENT's official policies on specified issues relating to the SUBRECIPIENT's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the SUBRECIPIENT shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received

by the CITY or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 RELATED PARTIES:

The SUBRECIPIENT shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party transaction. The term "related-party transaction" includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the SUBRECIPIENT is responsible for appointing memberships. The SUBRECIPIENT shall report this information to the Department upon forming the relationship, or if already formed, shall report such relationship prior to or simultaneously with the execution of this Agreement. Any supplemental information shall be promptly reported to the Department.

## ARTICLE VII

## OTHER CDBG PROGRAM REQUIREMENTS

7.1 The SUBRECIPIENT shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201.

7.2 The SUBRECIPIENT shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low and moderate-income persons.

7.3 The SUBRECIPIENT shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.

7.4 The SUBRECIPIENT shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the SUBRECIPIENT in adhering to the provisions of this Agreement. Representatives of the SUBRECIPIENT shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.

7.5 SUBRECIPIENT shall, to the greatest possible, give low-and-moderate-income residents of the service areas opportunities for training and employment.

7.6 NON-DISCRIMINATION:

The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status, sexual orientation or handicap in connection with the activities and/or the Work Program or its performance under this Agreement.

Furthermore, the SUBRECIPIENT agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status, sexual orientation or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.7 The SUBRECIPIENT shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).

7.8 The Subrecipient and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.

7.9 The SUBRECIPIENT shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010 incorporated herein as part of this Agreement.

7.10 UNIFORM ADMINISTRATIVE REQUIREMENTS. The SUBRECIPIENT shall comply with the requirements and standards of the Office of Management and Budget ("OMB") OMB Circular No. A-110; the OMB Super Circular, "Applicability of Uniform Administrative Requirements" and Lead Based Paint Regulations 24 CFR Part 35.

7.11 RELIGIOUS ORGANIZATIONS/CONSTITUTIONAL PROHIBITION. If the SUBRECIPIENT is or was created by a religious organization, the SUBRECIPIENT agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j).

In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, as provided in 24 CFR Part 570.200(j). The SUBRECIPIENT shall comply with those requirements and prohibitions when entering into subcontracts.

7.12 REVERSION OF ASSETS. Upon expiration/termination of this Agreement, the SUBRECIPIENT must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.

7.13 ENFORCEMENT OF THIS AGREEMENT. Any violation of this Agreement that remains uncured thirty (30) days after the SUBRECIPIENT'S receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the SUBRECIPIENT materially fails to comply with the

terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 24 CFR Part 85.43, as set forth more fully below in Article IX of this Agreement.

7.14 The SUBRECIPIENT shall not assume the CITY's environmental responsibilities described at 24 CFR 570.604 of the CDBG Program regulations or the CITY's responsibility for initiating the review process under Executive Order 12372.

## ARTICLE VIII

## PROGRAM INCOME

8.1 Program income means gross income received by the SUBRECIPIENT which has been directly generated from the use of the CDBG Funds. When such income is generated by an activity that is only partially assisted with the CDBG Funds, the income shall be prorated to reflect the percentage of CDBG Funds used. Program income generated by CDBG funded activities shall be used only to undertake those activities specifically approved by the CITY on and for the Work Program. All provisions of this Agreement shall apply to such activities. Any program income on hand when this Agreement expires/terminates or received after such expiration/termination shall be paid to the CITY, as required by 24 CFR 570.503(b) (7) of the CDBG Program regulations.

The SUBRECIPIENT shall submit to the CITY monthly a Program Income Report and a Work Program Status Report. The Program Income Report shall identify CDBG activities in which income was derived and how income has been utilized.

8.2 REPAYMENTS. Any interest or other return on the investment of the CDBG Funds shall be remitted to the CITY on a monthly basis. Any CDBG Funds funded to the SUBRECIPIENT that do not meet the eligibility requirements, as applicable, must be repaid to the CITY.

## ARTICLE IX

## REMEDIES, SUSPENSION, TERMINATION

9.1 REMEDIES FOR NONCOMPLIANCE. The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the SUBRECIPIENT, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the SUBRECIPIENT an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the SUBRECIPIENT that any payment made in accordance with this Agreement to the SUBRECIPIENT shall be made only if the SUBRECIPIENT is not in default under the terms of this Agreement. If the SUBRECIPIENT is in default, the CITY shall not be obligated and shall not pay to the SUBRECIPIENT any sum whatsoever.

If the SUBRECIPIENT materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

9.1.1 Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT, or such more severe enforcement action as the CITY determines is necessary or appropriate.

9.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.

9.1.3 Wholly or partly suspend or terminate the current CDBG Funds awarded to the SUBRECIPIENT.

9.1.4 Withhold further CDBG grants and/or loans for the SUBRECIPIENT.

9.1.5 Take all such other remedies that may be legally available.

9.2 SUSPENSION:

9.2.1 The Department may, for reasonable cause temporarily suspend the SUBRECIPIENT'S operations and authority to obligate funds under this Agreement or withhold payments to the SUBRECIPIENT pending necessary corrective action by the SUBRECIPIENT, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:

(i) Ineffective or improper use of the CDBG Funds by the SUBRECIPIENT;

(ii) Failure by the SUBRECIPIENT to materially comply with any term or provision of this Agreement;

(iii) Failure by the SUBRECIPIENT to submit any documents required by this Agreement; or

(iv) The SUBRECIPIENT'S submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the SUBRECIPIENT'S authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the SUBRECIPIENT in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in person delivery with proof of delivery. The notification will include the reason(s) for such action, any conditions relating to the action taken, and the necessary corrective action(s).

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY'S funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four (24) hours prior notice in writing to the SUBRECIPIENT. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. In the event that the CITY'S funding source reduces the CITY'S entitlement under the CDBG Program, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the SUBRECIPIENT pursuant to this Agreement.

9.3.2 Termination for Breach.

The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion, which the SUBRECIPIENT is not materially complying with any term or provision of this Agreement.

The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever of the SUBRECIPIENT to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.

9.3.3 Unless the SUBRECIPIENT'S breach is waived by the Department in writing, the Department may, by written notice to the SUBRECIPIENT, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

## ARTICLE X

## MISCELLANEOUS PROVISIONS

10.1 INDEMNIFICATION. The SUBRECIPIENT shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the SUBRECIPIENT'S activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the SUBRECIPIENT and/or any persons acting for or on its behalf, and from and against any relevant orders, judgments, or decrees which may be entered against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

10.2 AMENDMENTS. No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications shall be approved by the Department in writing.

10.3 OWNERSHIP OF DOCUMENTS. All documents developed by the SUBRECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the City. The SUBRECIPIENT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

It is further understood by and between the parties that any document which is given by the CITY to the SUBRECIPIENT pursuant to this Agreement shall at all times remain the property of the CITY and shall not be used by the SUBRECIPIENT for any other purpose whatsoever without the prior written consent of the CITY.

10.4 AWARD OF AGREEMENT. The SUBRECIPIENT warrants that is has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

10.5 NON-DELEGABILITY. The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY'S prior written consent which may be granted or withheld in the CITY'S sole discretion.

10.6 CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and enforced according to the laws of the State of Florida.

10.7 CONFLICT OF INTEREST.

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

SUBRECIPIENT is aware of the conflict of interest laws for any CDBG activities as per 24 CFR, Part 570.611, which states that anyone controlling or influencing any CDBG activities may not: (a) obtain personal or financial interest or benefits, including money, favors, gratuities, entertainment or anything of value that might be interpreted as conflict of interest; (b) obtain a direct or indirect interest in any contract, subcontract or agreement for any CDBG activity. This prohibition extends to contracts in which your spouse, minor child, dependent or business associate may have personal or financial interest.

This prohibition extends for a one-year period after you leave a position with a CDBG activity or project; (c) request for exceptions which may enhance the effectiveness of the CDBG project must be made in writing to the CITY and approved by HUD.

In addition, no board members, employees, or any GRANTEE representative may simultaneously serve on the CITY's Community Development Advisory Committee.

10.7.2 The SUBRECIPIENT is aware of the conflict of interest laws of the City of Pompano Beach and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement. The SUBRECIPIENT shall comply with the standards contained within OMB Circular No. A-110

10.8 HATCH ACT. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

10.9 NO OBLIGATION TO RENEW. Upon expiration of the term of this Agreement, the SUBRECIPIENT agrees and understands that the CITY has no obligation to renew this Agreement.

10.10 ENTIRE AGREEMENT:

This instrument and its attachments constitute the only Agreement of the parties hereto relating to the CDBG Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

10.11 GENERAL CONDITIONS.

10.11.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in person delivery or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time, upon notice in writing. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY OF POMPANO BEACH

Miriam Carrillo, Director
Office of Housing and Urban Improvement
100 W. Atlantic Blvd., Suite 220
PO Box 1300
Pompano Beach, Florida 33061

SUBRECIPIENT

Bessie Showers
New Horizon Community Development Corporation, Inc.
1518 NW 17th Avenue
Pompano Beach, FL 33069

10.11.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.11.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.

10.11.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.11.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the United States of America, State of Florida or the City of Pompano Beach, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.12 INDEPENDENT CONTRACTOR. THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.

10.13 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.14 SUBRECIPIENT CERTIFICATION. The SUBRECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with this Agreement and to provide such information as may be required by this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized on the date above written.

**"SUBRECIPIENT"**

**New Horizon Community Development Corporation, Inc., a Florida not-for-profit corporation**

Witnesses:

Sam Pierce

Printed Name

Brandon I. Brownlee

Printed Name

By: Bessie Showers
Signature

Bessie Showers
Name Printed, Typed or Stamped

Title: Executive Director

(SEAL)

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 13th day of October, 2015 by Bessie Showers, as Executive Director of New Horizon, a Florida non-profit corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

CLARENCE M. FULLER
MY COMMISSION # FF 028167
EXPIRES: June 21, 2017
Bonded Thru Budget Notary Services

NOTARY PUBLIC, STATE OF FLORIDA

Clarence M. Fuller
(Name of Acknowledger Typed, Printed or Stamped)

FF028167
Commission Number

Initials BS

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH
CITY MANAGER

Attest:

_____ (SEAL)
ASCELETA HAMMON
CITY CLERK

Approved As To Form:

_____
MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASECELTA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

Initials BS

EXHIBIT A

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND NEW HORIZON COMMUNITY DEVELOPMENT CORPORATION, INC., PROVIDING FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a SUBRECIPIENT Agreement between the City of Pompano Beach and New Horizon Development Corporation, Inc., providing for the Funding and Administration of Community Development Block Grant Projects, a copy of which Agreement is attached hereto and is incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and New Horizon Development Corporation, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

# Exhibit B - Work Plan

# NEW HORIZON WORK PLAN

The New Horizon Community Development Corporation, Inc.'s summer camp program is designed to provide access to educational enrichment activities and positive learning experiences to youths so that they can develop skills to form healthy and productive personal and academic behaviors. The program's daily activities and exploratory excursions are intended to strengthen the students' academic development and performance in the core subject areas of reading, math and writing, and to encourage individualism. Funds will be utilized to support the following activities:

1. Daily academic course work
2. Recreational indoor and outdoor games and projects
3. Weekly field trips, and
4. Salaries and benefits for teachers and counselors

# EXHIBIT C

## COMPENSATION AND BUDGET SUMMARY

## New Horizon Development Corporation, Inc.

A. **All payments shall be in the form of reimbursements for program services provided. SUBRECIPIENT will be paid according to the approved budget submitted to the CITY for the specific program. The budget determined for New Horizon Development Corporation, Inc. for the funding period beginning October 1, 2015 through September 30, 2016 is attached and hereby incorporated and made part of Exhibit C.**

The City shall pay New Horizon Development Corporation, Inc. (hereinafter referred to as the "SUBRECIPIENT") as maximum compensation for the services required pursuant to this Agreement the sum of **$12,500.00**.

B. During the term hereof and for a period of one (1) year following the date of the last payment made hereunder, the CITY shall have the right to review and audit the time records and related records of the SUBRECIPIENT pertaining to any payments by the CITY.

C. Requests for payment should be made at least on a monthly basis, by the 15th of the month. Reimbursement requests should be submitted to the City within thirty (30) calendar days after the indebtedness has been incurred on the reimbursement request form provided by the Office of Housing and Urban Improvement.

D. The SUBRECIPIENT must submit the final request for payment to the City within 30 calendars days following the expiration date or termination date of this Agreement on a form a provided by the Office of Housing and Urban Improvement. If the SUBRECIPIENT fails to comply with this requirement, the SUBRECIPIENT shall forfeit all rights to payment and the City shall not honor any request submitted thereafter.

E. Any payment due under this Agreement may be withheld pending the receipt and approval by the City of all reports due from the SUBRECIPIENT as a part of this Agreement and any modifications.

Bessie Shower/Executive Dir.

Bessie Showers/ Executive Director — 10/12/2015

Name and Title — Date

**Budget Narrative for Requested Program Funding**
New Horizon Community Development Corporation, Inc.

**FY 2015 – 2016**

**Awarded $12, 500.00**

| **Expenses** | **Amount** | **Justification** |
|---|---|---|
| Salaries | $10,000.00 | (6) Teachers |
| Administrative Costs | $2,500.00 | Insurance/others |
| **TOTAL EXPENSES** | **$12,500.00** | |

Bessie Showers
10/12/2015

# EXHIBIT D

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

### CERTIFICATION REGARDING LOBBYING
### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(1) This undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

New Horizon Community Development Corporation, Inc.

SUBRECIPIENT

Bessie Showers

PRINT NAME OF CERTIFYING OFFICIAL

Bessie Showers 10/12/2016

SIGNATURE OF CERTIFYING OFFICIAL DATE

* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over $100,000 (per QMB).

# EXHIBIT E

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and

    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Pompano Beach.

SUBRECIPIENT: New Horizon Community Development Corporation, Inc

Bessie Showers

PRINT NAME OF CERTIFYING OFFICIAL

Bessie Showers

SIGNATURE OF CERTIFYING OFFICIAL

10/12/2016

DATE

# EXHIBIT F

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

## SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Pompano Beach, Florida

   By Bessie Showers/ Executive Director

   (print this individual's name and title)

   for New Horizon Community Development Corporation, Inc.

   (print name of entity submitting statements)

   whose business address is 1518 NW 17th Ave., Pompano Beach, FL 33069

   and if applicable is Federal Employer Identification Number (FEIN) is 31-1583031

   If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "convection" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Dessie Showers
(Signature)

Sworn to me and subscribed before me this 13th day of October, 2015.

~~Personally known~~ _____

Or produced identification Notary Public—State of Florida

_____ My commission expires June 21, 2017
(Type of Identification)

Clarence M. Fuller
(Printed, typed or stamped commissioned name of notary public)

NOTARY PUBLIC STATE OF FLORIDA
CLARENCE M. FULLER
MY COMMISSION # FF 028167
EXPIRES: June 21, 2017
Bonded Thru Budget Notary Services

Clarence M. Fuller

Meeting Date: October 27,2015 Agenda Item 18

REQUESTED COMMISSION ACTION:

| X Consent | Ordinance | X Resolution | Consideration/ Discussion | Presentation |
|---|---|---|---|---|
| | | | | |

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PUBLIC FACILITY AND INFRASTRUCTURE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND BOYS AND GIRLS CLUBS OF BROWARD COUNTY, INC., PROVIDING FOR THE FUNDING AND ADMINISTRATION OF CDBG FUNDS IN THE AMOUNT OF $50,000.00 AND PROVIDING AN EFFECTIVE DATE.

**Summary of Purpose and Why:**

Boys and Girls Clubs of Broward County, Inc. was approved as part of the CDBG Annual Action Plan by the City Commission for the FY 2015-2016 funding year. Funding under this agreement will pay a portion of facility restoration costs, including replacement of the gym floor, paint and plaster repair in the gym, kitchen renovation and installation of fire-rated doors. The Resolution will approve the required Agreement for the utilization of CDBG Funds in the amount of $50,000.00.

(1) Origin of request for this action: Office of Housing and Urban Improvement

(2) Primary staff contact: Mark Korman/Miriam Carrillo, Director Ext. 4656

(3) Expiration of contract, if applicable: September 30, 2016

(4) Fiscal impact and source of funding: CDBG Funds in the amount of $50,000.00

| DEPARTMENTAL COORDINATION | | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| OHUI | 10/15/15 | Approval | [signature] |
| City Attorney | 10/15/15 | | [signature] |
| Finance | 10/15/15 | approval | [signature] |

X City Manager [signature]

ACTION TAKEN BY COMMISSION:

| Ordinance | Resolution | Consideration | |
|---|---|---|---|
| Workshop | | | |
| 1st Reading | 1st Reading | Results: | Results: |
| 2nd Reading | | | |

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PUBLIC SERVICES AND INFRASTRUCTURE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND BOYS AND GIRLS CLUBS OF BROWARD COUNTY, INC. PROVIDING FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a PUBLIC SERVICES AND INFRASTRUCTURE Agreement between the City of Pompano Beach and Boys and Girls Clubs of Broward County, Inc., Inc. providing for the Funding and Administration of Community Development Block Grant Projects, a copy of which Agreement is attached hereto and is incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Boys and Girls Clubs of Broward County, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

City Of Pompano Beach
Approved / Received
OCT 1 4 2015
Office Of Housing And
Urban Improvement

# CITY OF POMPANO BEACH, FLORIDA
# COMMUNITY DEVELOPMENT BLOCK GRANT
# PUBLIC FACILITY AND INFRASTRUCTURE IMPROVEMENT AGREEMENT

**THIS AGREEMENT** (hereinafter the "Agreement") is entered into this **_____day of _____, 2015**, between the City of Pompano Beach, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY") and **Boys and Girls Clubs of Broward County, Inc.**, a Florida not for profit corporation (hereinafter referred to as the "SUBRECIPIENT").

| | |
|---|---|
| **FUNDING SOURCE:** | **Community Development Block Grant Funds** |
| **AMOUNT:** | **$50,000.00** |
| **TERM OF THE AGREEMENT:** | **October 1, 2015 - September 30, 2016** |
| **IDIS NUMBER (to be completed by the City):** | |
| **DUNS NUMBER:** | **0863866679** |
| **CDFA NUMBER:** | **14.218** |

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

## ARTICLE I
## EXHIBITS AND DEFINITIONS

1.1 EXHIBITS. Attached hereto and forming a part of this Agreement are the following Exhibits:

| | |
|---|---|
| Exhibit A | Resolution Authorizing Execution of this Agreement |
| Exhibit B | Work Program |
| Exhibit C | Compensation and Budget Summary |
| Exhibit D | Certification Regarding Lobbying Form |
| Exhibit E | Certification Regarding Debarment, Suspension and other Responsibility Matters (Primary Covered Transactions Form). |
| Exhibit F | Crime Entity Affidavit |

Initials BQ

1.2 DEFINED TERMS. As used herein the following terms shall mean:

| | |
|---|---|
| Act or 24 CFR 570 | Title I of the Housing and Community Development Act of 1974, as amended. |
| Agreement Records: | Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the SUBRECIPIENT or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys. |
| CDBG Program: | Community Development Block Grant Program. |
| CDBG Requirements: | The requirements contained in 24 CFR Part 570, Rule 9I of the Florida Administrative Code and as established by the City of Pompano Beach, Florida. |
| Department: | The City of Pompano Beach Office of Housing and Urban Improvement. |
| Federal Award: | Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement. |
| Low-and-Moderate Income Person: | A member of a low- or moderate-income family whose income is within specific income levels set forth by U.S. HUD. |
| U.S. HUD or HUD: | The United States Department of Housing and Urban Development. |

## ARTICLE II

## BASIC REQUIREMENTS

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY's execution of this Agreement:

2.1 The Work Program submitted by the SUBRECIPIENT to the CITY which shall become attached hereto as Exhibit B to this Agreement and shall include the following:

2.1.1 The description section shall detail the activities to be carried out by the SUBRECIPIENT. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG Funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.

2.1.2 The schedule of activities and measurable objectives plays an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the SUBRECIPIENT under this Agreement.

2.2 The Budget Summary attached hereto as Exhibit C, which shall include: completion of the SUBRECIPIENT'S Itemized Budget, Cost Allocation, Budget Narrative, Staff Salaries Schedule and a copy of all subcontracts.

2.3 A list of the SUBRECIPIENT'S present officers and members of the Board (names, addresses and telephone numbers).

2.4 A list of key staff persons (with their titles) who will carry out the Work Program.

2.5 Completion of an Authorized Representative Statement.

2.6 Completion of a Statement of Accounting System.

2.7 A copy of the SUBRECIPIENT'S corporate personnel policies and procedures.

2.8 Job description and resumes for all positions funded in whole or in part under this Agreement.

2.9 A letter accepting the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" and Lead Based Paint Regulations 24 CFR Part 35.

2.10 Copy of the SUBRECIPIENT'S last federal income tax return (IRS Form 990).

2.11 The following corporate documents:

(i) Bylaws, resolutions, and incumbency certificates for the SUBRECIPIENT, certified by the SUBRECIPIENT'S Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY.

2.12 ADA Certification.

2.13 Drug Free Certification.

2.14 All other documents reasonably required by the CITY.

## ARTICLE III

## TERMS AND PROCEDURES

3.1 CITY AUTHORIZATION:

For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided in this Agreement.

3.2 EFFECTIVE DATE AND TERM:

This Agreement shall begin upon the date of execution **and end on September 30, 2016**.

3.3 OBLIGATIONS OF SUBRECIPIENT:

The SUBRECIPIENT shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and as set forth by HUD and the CITY.

3.4 LEVEL OF SERVICE:

Should start-up time for the Work Program be required or in the event of the occurrence of any delays in the activities thereunder, the SUBRECIPIENT shall immediately notify the Department in writing, giving all pertinent details and indicating when the Work Program shall begin and/or continue. It is understood and agreed that the SUBRECIPIENT shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any activities funded through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

## ARTICLE IV

## CDBG FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 COMPENSATION

The amount of compensation payable by the City to the Project Sponsor shall be based on the rates, schedules and conditions described in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement."

4.2 INSURANCE:

At all times during the term hereof, the SUBRECIPIENT shall maintain insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the SUBRECIPIENT shall furnish to the CITY original certificates of insurance indicating that the SUBRECIPIENT is in compliance with the provisions of this Article. The insurance shall list CITY as an additional insured.

4.2.1 SUBRECIPIENT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. SUBRECIPIENT shall not commence work until the required insurance is in force and evidence of insurance acceptable to CITY has been provided to, and approved by, CITY. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, SUBRECIPIENT shall provide CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

4.2.2 Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: $ 1,000,000 Each Accident

$ 1,000,000 Disease -Policy Limit

$ 1,000,000 Disease -Each Employee

If applicable, SUBRECIPIENT may, alternatively, submit its signed acknowledgement on a form provided by CITY that it has fewer than four employees, has elected not to purchase Worker's Compensation insurance to cover those employees, and has posted notice(s) declaring the absence of Worker's Compensation Insurance coverage, as required by the State of Florida.

4.2.3 General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured -Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$ 300,000 General Aggregate

$ 200,000 Products/Completed Operations Aggregate

$ 200,000 Personal and Advertising Injury

$ 200,000 Each Occurrence

4.2.4 Automobile Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for automobile liability, SUBRECIPIENT shall procure Automobile Liability Insurance. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 300,000 Each Occurrence -Bodily Injury and Property/Damage Combined

4.2.5 Professional Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for sources of liability out of the rendering or failure to render those services, SUBRECIPIENT shall procure Professional Liability Insurance. Such insurance shall be on a form acceptable to CITY

and shall cover SUBRECIPIENT for those sources of liability arising out of the rendering or failure to render the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 300,000 Each Claim/Annual Aggregate

4.2.6 The insurance provided by SUBRECIPIENT shall apply on a primary basis. Any insurance, or self-insurance, maintained by the SUBRECIPIENT shall be excess of, and shall not contribute with, the insurance provided by SUBRECIPIENT. Except as otherwise specified, no deductible or self-insured retention is permitted.

4.2.7 Neither approval nor failure to disapprove insurance furnished by SUBRECIPIENT shall relieve SUBRECIPIENT from responsibility to provide insurance as required by this Agreement.

4.2.8 SUBRECIPIENT shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

4.2.9 SUBRECIPIENT'S failure to obtain, pay for, or maintains any required insurance shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, CITY may use the services of another SUBRECIPIENT or SUBRECIPIENTs, without CITY'S incurring any liability to SUBRECIPIENT.

4.3 FINANCIAL ACCOUNTABILITY:

The CITY reserves the right to audit the records of the SUBRECIPIENT at any time during the performance of this Agreement and for a period of three years after its expiration/termination. The SUBRECIPIENT agrees to provide all financial and other applicable records and documentation of services to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice which are found by the CITY, on the basis of such audit, not to constitute allowable expenditures. Any payments made to the SUBRECIPIENT are subject to reduction for overpayments on previously submitted invoices.

4.4 RECAPTURE OF FUNDS:

The CITY reserves the right to recapture funds in the event that the SUBRECIPIENT shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the direction of the federal, state and local agencies.

4.5 CONTINGENCY CLAUSE:

Funding pursuant to this Agreement is contingent on the availability of funds and continued authorization for CDBG Program activities, and is also subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or changes in regulations.

## ARTICLE V

## AUDIT

5.1 As a necessary part of this Agreement, the SUBRECIPIENT shall adhere to the following audit requirements:

5.1.1 If the SUBRECIPIENT expends $750,000 or more in the fiscal year it shall have a single audit or program specific audit conducted for that year. The audit shall be conducted in accordance with GAGAS and OMB Circular A-133. The audit shall determine whether the financial statements are presented fairly in all material respects in conformity with generally accepted accounting principles.

In addition to the above requirements, the auditor shall perform procedures to obtain an understanding of internal controls and perform sufficient testing to ensure compliance with the procedures. Further the auditor shall determine whether the SUBRECIPIENT has complied with laws, regulations and the provisions of this Agreement.

A reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period. The reporting package will include the certified financial statements and schedule of expenditures of Federal Awards; a summary schedule of prior audit findings; the auditor's report and the corrective action plan. The auditor's report shall include:

a) an opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of Federal Awards is presented fairly in all material respects in relation to the financial statements taken as a whole.

b) a report on internal controls related to the financial statements and major programs. This report shall describe the scope of testing of internal controls and the results of the test, and, where applicable, refer to the separate schedule of findings and questioned costs.

c) a report on compliance with laws, regulations, and the provisions of contracts and/or this Agreement, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion (or disclaimer of opinion) as to whether the SUBRECIPIENT complied with the laws, regulations, and the provisions of contracts and this Agreement which could have a direct and material effect on the program and, where applicable, refer to the separate schedule of findings and questioned costs.

d) a schedule of findings and questioned cost which shall include the requirements of the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" and Lead Based Paint Regulations 24 CFR Part 35.

5.1.2 If the SUBRECIPIENT expends less than $750,000 in the fiscal year it is exempted from Federal audit requirements for that year and, consequently, the audit cost is not a reimbursable expense. The City, however, may request the SUBRECIPIENT to have a limited scope audit for monitoring purposes. These limited scope audits will be paid for and arranged by the City and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

All reports presented to the City shall, where applicable, include sufficient information to provide a proper perspective for judging the prevalence and consequences of the findings, such as whether an audit finding represents an isolated instance or a systemic problem. Where appropriate, instances identified shall be related to the universe and the number of cases examined and quantified in terms of dollar value.

## ARTICLE VI

## RECORDS AND REPORTS

6.1 The SUBRECIPIENT shall establish and maintain sufficient records to enable the CITY to determine whether the SUBRECIPIENT has met the requirements of the CDBG Program.

At a minimum, the following records shall be maintained by the SUBRECIPIENT:

6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical locus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Subrecipient shall comply with Florida's Public Records Law. Specifically, the Subrecipient shall:

Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Subrecipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

The failure of Subrecipient to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the SUBRECIPIENT may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of "low- and moderate-income person" and "low- and moderate-income household" as set forth in 24 CFR 570.3; or, the SUBRECIPIENT may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the SUBRECIPIENT may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be "low- and moderate-income persons" based upon HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

(i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.

(ii) For each activity determined to benefit low- and moderate-income persons based on the area served by the activity:

(a) The boundaries of the service area;

(b) The income characteristics of families and unrelated individuals in the service area; and

(c) If the percent of low- and moderate-income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii);

(iii) For each activity determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low- and moderate-income persons:

(a) Documentation establishing that the facility or service is designed for and used by senior citizens, disabled persons, battered spouses, abused children, the homeless, illiterate persons, or migrant farm workers, for which the regulations provide presumptive benefit to low- and moderate-income persons; or

(b) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low- and moderate-income persons; or

(c) Data showing the size and annual income of the household of each person receiving the benefit.

6.1.3 Equal Opportunity Records containing:

(i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

(ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

6.2.1 The Department shall have the authority to review the SUBRECIPIENT'S records, including Project and programmatic records and books of account, for a period of three (3) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the expiration of the Retention Period.

The SUBRECIPIENT shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided thereunder. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records.

The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY, federal personnel and any other personnel duly authorized by the CITY.

6.2.2 The SUBRECIPIENT shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall in its sole discretion determine when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement

6.2.3 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The SUBRECIPIENT shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The SUBRECIPIENT shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

6.3 PROVISION OF RECORDS:

6.3.1 At any time upon request by the Department, the SUBRECIPIENT shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the SUBRECIPIENT receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 MONITORING:

The SUBRECIPIENT shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the SUBRECIPIENT which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the SUBRECIPIENT. Following such inspection or interviews, the Department will deliver to the SUBRECIPIENT a report of its findings. The SUBRECIPIENT will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the SUBRECIPIENT'S justification is acceptable.

At the request of the CITY, the SUBRECIPIENT shall transmit to the CITY written statements of the SUBRECIPIENT's official policies on specified issues relating to the SUBRECIPIENT's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the SUBRECIPIENT shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received

by the CITY or obtained through monitoring and evaluation by the CITY shall constitute cause for the CITY to terminate this Agreement.

6.5 RELATED PARTIES:

The SUBRECIPIENT shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party transaction. The term "related-party transaction" includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the SUBRECIPIENT is responsible for appointing memberships. The SUBRECIPIENT shall report this information to the Department upon forming the relationship, or if already formed, shall report such relationship prior to or simultaneously with the execution of this Agreement. Any supplemental information shall be promptly reported to the Department.

## ARTICLE VII

## OTHER CDBG PROGRAM REQUIREMENTS

7.1 The SUBRECIPIENT shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201.

7.2 The SUBRECIPIENT shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low and moderate-income persons.

7.3 The SUBRECIPIENT shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.

7.4 The SUBRECIPIENT shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the SUBRECIPIENT in adhering to the provisions of this Agreement. Representatives of the SUBRECIPIENT shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.

7.5 SUBRECIPIENT shall, to the greatest possible, give low-and-moderate-income residents of the service areas opportunities for training and employment.

7.6 NON-DISCRIMINATION:

The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status, sexual orientation or handicap in connection with the activities and/or the Work Program or its performance under this Agreement.

Furthermore, the SUBRECIPIENT agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status, sexual orientation or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.7 The SUBRECIPIENT shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).

7.8 The Subrecipient and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.

7.9 The SUBRECIPIENT shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010 incorporated herein as part of this Agreement.

7.10 UNIFORM ADMINISTRATIVE REQUIREMENTS. The SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" and with the applicable requirements of 24 CFR Part 84 (the revised OMB Circular No. A-110).

7.11 RELIGIOUS ORGANIZATIONS/CONSTITUTIONAL PROHIBITION. If the SUBRECIPIENT is or was created by a religious organization, the SUBRECIPIENT agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j).

In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, as provided in 24 CFR Part 570.200(j). The SUBRECIPIENT shall comply with those requirements and prohibitions when entering into subcontracts.

7.12 REVERSION OF ASSETS. Upon expiration/termination of this Agreement, the SUBRECIPIENT must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.

7.13 ENFORCEMENT OF THIS AGREEMENT. Any violation of this Agreement that remains uncured thirty (30) days after the SUBRECIPIENT'S receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the SUBRECIPIENT materially fails to comply with the

terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 24 CFR Part 85.43, as set forth more fully below in Article IX of this Agreement.

7.14 The SUBRECIPIENT shall not assume the CITY's environmental responsibilities described at 24 CFR 570.604 of the CDBG Program regulations or the CITY's responsibility for initiating the review process under Executive Order 12372.

## ARTICLE VIII

## PROGRAM INCOME

8.1 Program income means gross income received by the SUBRECIPIENT which has been directly generated from the use of the CDBG Funds. When such income is generated by an activity that is only partially assisted with the CDBG Funds, the income shall be prorated to reflect the percentage of CDBG Funds used. Program income generated by CDBG funded activities shall be used only to undertake those activities specifically approved by the CITY on and for the Work Program. All provisions of this Agreement shall apply to such activities. Any program income on hand when this Agreement expires/terminates or received after such expiration/termination shall be paid to the CITY, as required by 24 CFR 570.503(b) (7) of the CDBG Program regulations.

The SUBRECIPIENT shall submit to the CITY monthly a Program Income Report and a Work Program Status Report. The Program Income Report shall identify CDBG activities in which income was derived and how income has been utilized.

8.2 REPAYMENTS. Any interest or other return on the investment of the CDBG Funds shall be remitted to the CITY on a monthly basis. Any CDBG Funds funded to the SUBRECIPIENT that do not meet the eligibility requirements, as applicable, must be repaid to the CITY.

## ARTICLE IX

## REMEDIES, SUSPENSION, TERMINATION

9.1 REMEDIES FOR NONCOMPLIANCE. The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the SUBRECIPIENT, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the SUBRECIPIENT an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the SUBRECIPIENT that any payment made in accordance with this Agreement to the SUBRECIPIENT shall be made only if the SUBRECIPIENT is not in default under the terms of this Agreement. If the SUBRECIPIENT is in default, the CITY shall not be obligated and shall not pay to the SUBRECIPIENT any sum whatsoever.

If the SUBRECIPIENT materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

9.1.1 Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT, or such more severe enforcement action as the CITY determines is necessary or appropriate.

9.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.

9.1.3 Wholly or partly suspend or terminate the current CDBG Funds awarded to the SUBRECIPIENT.

9.1.4 Withhold further CDBG grants and/or loans for the SUBRECIPIENT.

9.1.5 Take all such other remedies that may be legally available.

9.2 SUSPENSION:

9.2.1 The Department may, for reasonable cause temporarily suspend the SUBRECIPIENT'S operations and authority to obligate funds under this Agreement or withhold payments to the SUBRECIPIENT pending necessary corrective action by the SUBRECIPIENT, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:

(i) Ineffective or improper use of the CDBG Funds by the SUBRECIPIENT;

(ii) Failure by the SUBRECIPIENT to materially comply with any term or provision of this Agreement;

(iii) Failure by the SUBRECIPIENT to submit any documents required by this Agreement; or

(iv) The SUBRECIPIENT'S submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the SUBRECIPIENT'S authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the SUBRECIPIENT in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in person delivery with proof of delivery. The notification will include the reason(s) for such action, any conditions relating to the action taken, and the necessary corrective action(s).

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY'S funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four (24) hours prior notice in writing to the SUBRECIPIENT. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. In the event that the CITY'S funding source reduces the CITY'S entitlement under the CDBG Program, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the SUBRECIPIENT pursuant to this Agreement.

9.3.2 Termination for Breach.

The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion, that the SUBRECIPIENT is not materially complying with any term or provision of this Agreement.

The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever of the SUBRECIPIENT to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.

9.3.3 Unless the SUBRECIPIENT'S breach is waived by the Department in writing, the Department may, by written notice to the SUBRECIPIENT, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

## ARTICLE X

## MISCELLANEOUS PROVISIONS

10.1 INDEMNIFICATION. The SUBRECIPIENT shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the SUBRECIPIENT'S activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the SUBRECIPIENT and/or any persons acting for or on its behalf, and from and against any relevant orders, judgments, or decrees which may be entered against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

10.2 AMENDMENTS. No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications shall be approved by the Department in writing.

10.3 OWNERSHIP OF DOCUMENTS. All documents developed by the SUBRECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the City. The SUBRECIPIENT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

It is further understood by and between the parties that any document which is given by the CITY to the SUBRECIPIENT pursuant to this Agreement shall at all times remain the property of the CITY and shall not be used by the SUBRECIPIENT for any other purpose whatsoever without the prior written consent of the CITY.

10.4 AWARD OF AGREEMENT. The SUBRECIPIENT warrants that is has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

10.5 NON-DELEGABILITY. The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY'S prior written consent which may be granted or withheld in the CITY'S sole discretion.

10.6 CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and enforced according to the laws of the State of Florida.

10.7 CONFLICT OF INTEREST.

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

SUBRECIPIENT is aware of the conflict of interest laws for any CDBG activities as per 24 CFR, Part 570.611, which states that anyone controlling or influencing any CDBG activities may not: (a) obtain personal or financial interest or benefits, including money, favors, gratuities, entertainment or anything of value that might be interpreted as conflict of interest; (b) obtain a direct or indirect interest in any contract, subcontract or agreement for any CDBG activity. This prohibition extends to contracts in which your spouse, minor child, dependent or business associate may have personal or financial interest.

This prohibition extends for a one-year period after you leave a position with a CDBG activity or project; (c) request for exceptions which may enhance the effectiveness of the CDBG project must be made in writing to the CITY and approved by HUD.

In addition, no board members, employees, or any GRANTEE representative may simultaneously serve on the CITY's Community Development Advisory Committee.

10.7.2 The SUBRECIPIENT is aware of the conflict of interest laws of the City of Pompano Beach and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement. The SUBRECIPIENT shall comply with the standards contained within OMB Circular No. A-110

10.8 HATCH ACT. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

10.9 NO OBLIGATION TO RENEW. Upon expiration of the term of this Agreement, the SUBRECIPIENT agrees and understands that the CITY has no obligation to renew this Agreement.

10.10 ENTIRE AGREEMENT:

This instrument and its attachments constitute the only Agreement of the parties hereto relating to the CDBG Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

10.11 GENERAL CONDITIONS.

10.11.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in person delivery or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time, upon notice in writing. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY OF POMPANO BEACH

Miriam Carrillo, Director
Office of Housing and Urban Improvement
100 W. Atlantic Blvd., Suite 220
PO Box 1300
Pompano Beach, Florida 33061

SUBRECIPIENT

Brian Quail
Boys& Girls Clubs of Broward County
877 NW 61st Street
Fort Lauderdale, FL 33309

10.11.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.11.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.

10.11.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.11.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the United States of America, State of Florida or the City of Pompano Beach, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.12 INDEPENDENT CONTRACTOR. THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.

10.13 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.14 SUBRECIPIENT CERTIFICATION. The SUBRECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with this Agreement and to provide such information as may be required by this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized on the date above written.

"**SUBRECIPIENT**"

**Boys & Girls Clubs of Broward County, Inc., a Florida not-for-profit corporation**

Witnesses:

MATTHEW S. ORGAN
Printed Name

Marisa Stryker
Printed Name

BRIAN QUAIL

By: Brian Quail
Signature

Name Printed, Typed or Stamped

Title: President / CEO

(SEAL)

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 13 day of October, 2015 by Brian Quail, as President/CEO of Boys & Girls Clubs of Broward County, a Florida non-profit corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

DAYANAND MAHARAJ
Notary Public - State of Florida
My Comm. Expires Dec 18, 2018
Commission # FF 152378

Dayanand Maharaj
NOTARY PUBLIC, STATE OF FLORIDA

Dayanand Maharaj
(Name of Acknowledger Typed, Printed or Stamped)

FF 152378
Commission Number

Initials BQ

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH
CITY MANAGER

Attest:

_____ (SEAL)
ASCELETA HAMMOND
CITY CLERK

Approved As To Form:

_____
MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

EXHIBIT A

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PUBLIC SERVICES AND INFRASTRUCTURE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND BOYS AND GIRLS CLUBS OF BROWARD COUNTY, INC. PROVIDING FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a PUBLIC SERVICES AND INFRASTRUCTURE Agreement between the City of Pompano Beach and Boys and Girls Clubs of Broward County, Inc., Inc. providing for the Funding and Administration of Community Development Block Grant Projects, a copy of which Agreement is attached hereto and is incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Boys and Girls Clubs of Broward County, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

# Exhibit B - Work Plan

Exhibit B – Work Plan

Boys & Girls Clubs of Broward County

2015 Stephanis Facility Restoration Project

**Replace Gym Floor:** Outside contractors will replace the 30+ year old hardwood gym floor with Tuff Shield Maple Shock Tower Modules complete with a 16 year warranty.

Estimated Cost - $50,617

**Paint and Plaster Repair in Gym:** Gym walls will be repaired and painted by outside contractors using wall compound and standard latex paint.

Estimated Cost – $9,700

**Repair of 6 windowsills:** Plastic composite plates will be purchased and installed by the BGCBC Maintenance Department to replace damaged windowsills.

Estimated Cost - $1,500

**Kitchen Renovations and Appliance upgrades:** Kitchen appliances and cupboards will be purchased from Home Depot by our Director of Facilities and Maintenance based on price and availability, and will be installed by the BGCBC Maintenance Department.

Estimated Costs - $9,246

**Replace Fire Rated Doors:** 16 Fire-rated doors will be purchased and installed by an outside contractor.

Estimated Cost - $26,000

# EXHIBIT C

## COMPENSATION AND BUDGET SUMMARY

## Boys and Girls Clubs of Broward County, Inc.

A. **All payments shall be in the form of reimbursements for program services provided. SUBRECIPIENT will be paid according to the approved budget submitted to the CITY for the specific program. The budget determined for Boys and Girls Clubs of Broward County, Inc. for the funding period beginning October 1, 2015 through September 30, 2016 is attached and hereby incorporated and made part of Exhibit C.**

The City shall pay Boys and Girls Clubs of Broward County, Inc. (hereinafter referred to as the "SUBRECIPIENT") as maximum compensation for the public facility and infrastructure work required pursuant to this Agreement the sum of **$50,000.00**.

B. During the term hereof and for a period of one (1) year following the date of the last payment made hereunder, the CITY shall have the right to review and audit the time records and related records of the SUBRECIPIENT pertaining to any payments by the CITY.

C. Requests for payment should be made at least on a monthly basis, by the 15th of the month. Reimbursement requests should be submitted to the City within thirty (30) calendar days after the indebtedness has been incurred on the reimbursement request form provided by the Office of Housing and Urban Improvement.

D. The SUBRECIPIENT must submit the final request for payment to the City within 30 calendars days following the expiration date or termination date of this Agreement on a form a provided by the Office of Housing and Urban Improvement. If the SUBRECIPIENT fails to comply with this requirement, the SUBRECIPIENT shall forfeit all rights to payment and the City shall not honor any request submitted thereafter.

E. Any payment due under this Agreement may be withheld pending the receipt and approval by the City of all reports due from the SUBRECIPIENT as a part of this Agreement and any modifications.

Brian Quail President/CEO — October 15, 2015

Name and Title — Date

Exhibit C - Budget

Boys & Girls Clubs of Broward County

2015 Stephanis Facility Restoration Project

| Project | Notes | Total Cost | Funding Source: City of Pompano | Funding Source: BGCBC |
|---|---|---|---|---|
| Replace Gym Floor | 5,612 sq ft | $50,617 | $27,500 | $23,117 |
| Paint and plaster repair in gym | $9,700 for paint and labor costs | $9,700 | $4,000 | $5,700 |
| Repair of 6 windowsills in Jr.Gameroom | $250 x 6 windowsills | $1,500 | $500 | $1,000 |
| Kitchen Renovations and applicances | $646 for a larger capacity freezer, $800 for a larger, energy efficient refrigerator, $500 for an ice maker, and $7,300 to replace damaged cabinets and increase storage space | $9,246 | $4,000 | $5,246 |
| Replace fire-rated doors | $1,625 x 16 doors | $26,000 | $14,000 | $12,000 |
| | | | | |
| **Total** | | **$97,063** | **$50,000** | **$47,063** |

# EXHIBIT D

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

## CERTIFICATION REGARDING LOBBYING
### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(1) This undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Boys & Girls Clubs of Broward County
SUBRECIPIENT

Brian Quail
PRINT NAME OF CERTIFYING OFFICIAL

Brian Quail 10/13/2015
SIGNATURE OF CERTIFYING OFFICIAL DATE

* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over $100,000 (per OMB).

# EXHIBIT E

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and

    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Pompano Beach.

SUBRECIPIENT Boys & Girls Clubs of Broward County

__Brian Quail_____

PRINT NAME OF CERTIFYING OFFICIAL

Brian Quail _____ _____10/13/2015_____

SIGNATURE OF CERTIFYING OFFICIAL DATE

# EXHIBIT F

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

## SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Pompano Beach - Office of Housing and Urban Improvement

   By **Brian Quail** _____

   President/CEO
   (print this individual's name and title)

   for Boys & Girls Clubs of Broward County

   (print name of entity submitting statements)

   whose business address is 877 NW 61st Street, Ft. Lauderdale, FL, 33309

   and if applicable is Federal Employer Identification Number (FEIN) is 59-1108790

   If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

BQ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Brian Rauil
(Signature)

Sworn to me and subscribed before me this 13 day of October, 2015.

Personally known _____

Or produced identification

Notary Public—State of Florida

_____
(Type of Identification)

My commission expires Dec 18, 2018

Dayanand Maharaj
(Printed, typed or stamped commissioned name of notary public)

DAYANAND MAHARAJ
Notary Public - State of Florida
My Comm. Expires Dec 18, 2018
Commission # FF 152378

Meeting Date: October 27, 2015 Agenda Item 19

REQUESTED COMMISSION ACTION:

| X | Consent | | Ordinance | X | Resolution | | Consideration/ Discussion | | Presentation |
|---|---|---|---|---|---|---|---|---|---|

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SECOND CHANCE SOCIETY, INC., PROVIDING FOR THE FUNDING AND ADMINISTRATION OF CDBG FUNDS IN THE AMOUNT OF $7,000 AND PROVIDING AN EFFECTIVE DATE.

## Summary of Purpose and Why:

The Second Chance Society program was approved as part of the CDBG Annual Action Plan by the City Commission for the FY 2015-2016 funding year. This project involves providing assistance to homeless individuals in Pompano Beach. This Resolution approves the required Subrecipient Agreement for the utilization of CDBG Funds in the amount of $7,000.

(1) Origin of request for this action: Office of Housing and Urban Improvement
(2) Primary staff contact: Mark Korman/Miriam Carrillo, Director Ext. 4656
(3) Expiration of contract, if applicable: September 30, 2016
(4) Fiscal impact and source of funding: CDBG Funds in the amount of $7,000

| DEPARTMENTAL COORDINATION | | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| OHUI | 10/15/15 | Approval | M. Korman for M. Carrillo |
| City Attorney | 10/16/15 | | |
| Finance | 10/15/15 | approval | S. Sibable |

X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance Workshop | | Resolution | | Consideration | |
|---|---|---|---|---|---|
| 1st Reading | | 1st Reading | | Results: | Results: |
| 2nd Reading | | | | | |

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SECOND CHANCE SOCIETY, INC., PROVIDING FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a SUBRECIPIENT Agreement between the City of Pompano Beach and Second Chance Society, Inc., providing for the Funding and Administration of Community Development Block Grant Projects, a copy of which Agreement is attached hereto and is incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Second Chance Society, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

# CITY OF POMPANO BEACH, FLORIDA
# COMMUNITY DEVELOPMENT BLOCK GRANT
# PUBLIC SERVICE PROGRAMS AGREEMENT

**THIS AGREEMENT** (hereinafter the "Agreement") is entered into this **_____day of _____, 2015**, between the City of Pompano Beach, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY") and **Second Chance Society, Inc.**, a Florida not for profit corporation (hereinafter referred to as the "SUBRECIPIENT").

| | |
|---|---|
| **FUNDING SOURCE:** | **Community Development Block Grant Funds** |
| **AMOUNT:** | **$7,000.00** |
| **TERM OF THE AGREEMENT:** | **October 1, 2015 - September 30, 2016** |
| **IDIS NUMBER (to be completed by the City):** | |
| **DUNS NUMBER:** | **112318915** |
| **CDFA NUMBER:** | **14.218** |

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

## ARTICLE I
## EXHIBITS AND DEFINITIONS

1.1 EXHIBITS. Attached hereto and forming a part of this Agreement are the following Exhibits:

| | |
|---|---|
| Exhibit A | Resolution Authorizing Execution of this Agreement |
| Exhibit B | Work Program |
| Exhibit C | Compensation and Budget Summary |
| Exhibit D | Certification Regarding Lobbying Form |
| Exhibit E | Certification Regarding Debarment, Suspension and other Responsibility Matters (Primary Covered Transactions Form). |
| Exhibit F | Crime Entity Affidavit |

1.2 DEFINED TERMS. As used herein the following terms shall mean:

Act or 24 CFR 570 — Title I of the Housing and Community Development Act of 1974, as amended.

Agreement Records: — Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the SUBRECIPIENT or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.

CDBG Program: — Community Development Block Grant Program.

CDBG Requirements: — The requirements contained in 24 CFR Part 570, Rule 9I of the Florida Administrative Code and as established by the City of Pompano Beach, Florida.

Department: — The City of Pompano Beach Office of Housing and Urban Improvement.

Federal Award: — Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement.

Low-and-Moderate Income Person: — A member of a low- or moderate-income family whose income is within specific income levels set forth by U.S. HUD.

U.S. HUD or HUD: — The United States Department of Housing and Urban Development.

## ARTICLE II

## BASIC REQUIREMENTS

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY's execution of this Agreement:

2.1 The Work Program submitted by the SUBRECIPIENT to the CITY which shall become attached hereto as Exhibit B to this Agreement and shall include the following:

2.1.1 The description section shall detail the activities to be carried out by the SUBRECIPIENT. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG Funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.

2.1.2 The schedule of activities and measurable objectives plays an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the SUBRECIPIENT under this Agreement.

2.2 The Budget Summary attached hereto as Exhibit C, which shall include: completion of the SUBRECIPIENT'S Itemized Budget, Cost Allocation, Budget Narrative, Staff Salaries Schedule and a copy of all subcontracts.

2.3 A list of the SUBRECIPIENT'S present officers and members of the Board (names, addresses and telephone numbers).

2.4 A list of key staff persons (with their titles) who will carry out the Work Program.

2.5 Completion of an Authorized Representative Statement.

2.6 Completion of a Statement of Accounting System.

2.7 A copy of the SUBRECIPIENT'S corporate personnel policies and procedures.

2.8 Job description and resumes for all positions funded in whole or in part under this Agreement.

2.9 A letter accepting the Office of Management and Budget the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

2.10 Copy of the SUBRECIPIENT'S last federal income tax return (IRS Form 990).

2.11 The following corporate documents:

(i) Bylaws, resolutions, and incumbency certificates for the SUBRECIPIENT, certified by the SUBRECIPIENT'S Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY.

2.12 ADA Certification.

2.13 Drug Free Certification.

2.14 All other documents reasonably required by the CITY.

## ARTICLE III

## TERMS AND PROCEDURES

3.1 CITY AUTHORIZATION:

For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided in this Agreement.

3.2 EFFECTIVE DATE AND TERM:

This Agreement shall begin upon the date of execution **and end on September 30, 2016**.

3.3 OBLIGATIONS OF SUBRECIPIENT:

The SUBRECIPIENT shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and as set forth by HUD and the CITY.

3.4 LEVEL OF SERVICE:

Should start-up time for the Work Program be required or in the event of the occurrence of any delays in the activities thereunder, the SUBRECIPIENT shall immediately notify the Department in writing, giving all pertinent details and indicating when the Work Program shall begin and/or continue. It is understood and agreed that the SUBRECIPIENT shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any activities funded through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

## ARTICLE IV

## CDBG FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 COMPENSATION

The amount of compensation payable by the City to the Project Sponsor shall be based on the rates, schedules and conditions described in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement."

4.2 INSURANCE:

At all times during the term hereof, the SUBRECIPIENT shall maintain insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the SUBRECIPIENT shall furnish to the CITY original certificates of insurance indicating that the SUBRECIPIENT is in compliance with the provisions of this Article. The insurance shall list CITY as an additional insured.

4.2.1 SUBRECIPIENT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. SUBRECIPIENT shall not commence work until the required insurance is in force and evidence of insurance acceptable to CITY has been provided to, and approved by, CITY. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, SUBRECIPIENT shall provide CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

4.2.2 Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: $ 1,000,000 Each Accident

$ 1,000,000 Disease -Policy Limit

$ 1,000,000 Disease -Each Employee

If applicable, SUBRECIPIENT may, alternatively, submit its signed acknowledgement on a form provided by CITY that it has fewer than four employees, has elected not to purchase Worker's Compensation insurance to cover those employees, and has posted notice(s) declaring the absence of Worker's Compensation Insurance coverage, as required by the State of Florida.

4.2.3 General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured -Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$ 300,000 General Aggregate

$ 200,000 Products/Completed Operations Aggregate

$ 200,000 Personal and Advertising Injury

$ 200,000 Each Occurrence

4.2.4 Automobile Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for automobile liability, SUBRECIPIENT shall procure Automobile Liability Insurance. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 300,000 Each Occurrence -Bodily Injury and Property/Damage Combined

4.2.5 Professional Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for sources of liability out of the rendering or failure to render those services, SUBRECIPIENT shall procure Professional Liability Insurance. Such insurance shall be on a form acceptable to CITY

and shall cover SUBRECIPIENT for those sources of liability arising out of the rendering or failure to render the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 300,000 Each Claim/Annual Aggregate

4.2.6 The insurance provided by SUBRECIPIENT shall apply on a primary basis. Any insurance, or self-insurance, maintained by the SUBRECIPIENT shall be excess of, and shall not contribute with, the insurance provided by SUBRECIPIENT. Except as otherwise specified, no deductible or self-insured retention is permitted.

4.2.7 Neither approval nor failure to disapprove insurance furnished by SUBRECIPIENT shall relieve SUBRECIPIENT from responsibility to provide insurance as required by this Agreement.

4.2.8 SUBRECIPIENT shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

4.2.9 SUBRECIPIENT'S failure to obtain, pays for, or maintains any required insurance shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, CITY may use the services of another SUBRECIPIENT or SUBRECIPIENTs, without CITY'S incurring any liability to SUBRECIPIENT.

4.3 FINANCIAL ACCOUNTABILITY:

The CITY reserves the right to audit the records of the SUBRECIPIENT at any time during the performance of this Agreement and for a period of three years after its expiration/termination. The SUBRECIPIENT agrees to provide all financial and other applicable records and documentation of services to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice which are found by the CITY, on the basis of such audit, not to constitute allowable expenditures. Any payments made to the SUBRECIPIENT are subject to reduction for overpayments on previously submitted invoices.

4.4 RECAPTURE OF FUNDS:

The CITY reserves the right to recapture funds in the event that the SUBRECIPIENT shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the direction of the federal, state and local agencies.

4.5 CONTINGENCY CLAUSE:

Funding pursuant to this Agreement is contingent on the availability of funds and continued authorization for CDBG Program activities, and is also subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or changes in regulations.

## ARTICLE V

## AUDIT

5.1 As a necessary part of this Agreement, the SUBRECIPIENT shall adhere to the following audit requirements:

5.1.1 If the SUBRECIPIENT expends $750,000 or more in the fiscal year it shall have a single audit or program specific audit conducted for that year. The audit shall be conducted in accordance with GAGAS and the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

The audit shall determine whether the financial statements are presented fairly in all material respects in conformity with generally accepted accounting principles.

In addition to the above requirements, the auditor shall perform procedures to obtain an understanding of internal controls and perform sufficient testing to ensure compliance with the procedures. Further the auditor shall determine whether the SUBRECIPIENT has complied with laws, regulations and the provisions of this Agreement.

A reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period. The reporting package will include the certified financial statements and schedule of expenditures of Federal Awards; a summary schedule of prior audit findings; the auditor's report and the corrective action plan. The auditor's report shall include:

a) an opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of

Federal Awards is presented fairly in all material respects in relation to the financial statements taken as a whole.

b) a report on internal controls related to the financial statements and major programs. This report shall describe the scope of testing of internal controls and the results of the test, and, where applicable, refer to the separate schedule of findings and questioned costs.

c) a report on compliance with laws, regulations, and the provisions of contracts and/or this Agreement, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion (or disclaimer of opinion) as to whether the SUBRECIPIENT complied with the laws, regulations, and the provisions of contracts and this Agreement which could have a direct and material effect on the program and, where applicable, refer to the separate schedule of findings and questioned costs.

d) a schedule of findings and questioned cost which shall include the requirements of the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

5.1.2 2If the SUBRECIPIENT expends less than $750,000 in the fiscal year it is exempted from Federal audit requirements for that year and, consequently, the audit cost is not a reimbursable expense. The City, however, may request the SUBRECIPIENT to have a limited scope audit for monitoring purposes. These limited scope audits will be paid for and arranged by the City and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

All reports presented to the City shall, where applicable, include sufficient information to provide a proper perspective for judging the prevalence and consequences of the findings, such as whether an audit finding represents an isolated instance or a systemic problem. Where appropriate, instances identified shall be related to the universe and the number of cases examined and quantified in terms of dollar value.

## ARTICLE VI

## RECORDS AND REPORTS

6.1 The SUBRECIPIENT shall establish and maintain sufficient records to enable the CITY to determine whether the SUBRECIPIENT has met the requirements of the CDBG Program.

At a minimum, the following records shall be maintained by the SUBRECIPIENT:

6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical locus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Subrecipient shall comply with Florida's Public Records Law. Specifically, the Subrecipient shall:

Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Subrecipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

The failure of Subrecipient to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the SUBRECIPIENT may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of "low- and moderate-income person" and "low- and moderate-income household" as set forth in 24 CFR 570.3; or, the SUBRECIPIENT may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the SUBRECIPIENT may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be "low- and moderate-income persons" based upon HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

(i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.

(ii) For each activity determined to benefit low- and moderate-income persons based on the area served by the activity:

(a) The boundaries of the service area;

(b) The income characteristics of families and unrelated individuals in the service area; and

(c) If the percent of low- and moderate-income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii);

(iii) For each activity determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low- and moderate-income persons:

(a) Documentation establishing that the facility or service is designed for and used by senior citizens, disabled persons, battered spouses, abused children, the homeless, illiterate persons, or migrant farm workers, for which the regulations provide presumptive benefit to low- and moderate-income persons; or

(b) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low- and moderate-income persons; or

(c) Data showing the size and annual income of the household of each person receiving the benefit.

6.1.3 Equal Opportunity Records containing:

(i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

(ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

6.2.1 The Department shall have the authority to review the SUBRECIPIENT'S records, including Project and programmatic records and books of account, for a period of three (3) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the expiration of the Retention Period.

The SUBRECIPIENT shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided thereunder. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records.

The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY, federal personnel and any other personnel duly authorized by the CITY.

6.2.2 The SUBRECIPIENT shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall in its sole discretion determine when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement

6.2.3 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The SUBRECIPIENT shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The SUBRECIPIENT shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

6.3 PROVISION OF RECORDS:

6.3.1 At any time upon request by the Department, the SUBRECIPIENT shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the SUBRECIPIENT receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 MONITORING:

The SUBRECIPIENT shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the SUBRECIPIENT which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the SUBRECIPIENT. Following such inspection or interviews, the Department will deliver to the SUBRECIPIENT a report of its findings. The SUBRECIPIENT will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the SUBRECIPIENT'S justification is acceptable.

At the request of the CITY, the SUBRECIPIENT shall transmit to the CITY written statements of the SUBRECIPIENT's official policies on specified issues relating to the SUBRECIPIENT's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the SUBRECIPIENT shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received

by the CITY or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 RELATED PARTIES:

The SUBRECIPIENT shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party transaction. The term "related-party transaction" includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the SUBRECIPIENT is responsible for appointing memberships. The SUBRECIPIENT shall report this information to the Department upon forming the relationship, or if already formed, shall report such relationship prior to or simultaneously with the execution of this Agreement. Any supplemental information shall be promptly reported to the Department.

## ARTICLE VII

## OTHER CDBG PROGRAM REQUIREMENTS

7.1 The SUBRECIPIENT shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201.

7.2 The SUBRECIPIENT shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low and moderate-income persons.

7.3 The SUBRECIPIENT shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.

7.4 The SUBRECIPIENT shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the SUBRECIPIENT in adhering to the provisions of this Agreement. Representatives of the SUBRECIPIENT shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.

7.5 SUBRECIPIENT shall, to the greatest possible, give low-and-moderate-income residents of the service areas opportunities for training and employment.

7.6 NON-DISCRIMINATION:

The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status, sexual orientation or handicap in connection with the activities and/or the Work Program or its performance under this Agreement.

Furthermore, the SUBRECIPIENT agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status, sexual orientation or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.7 The SUBRECIPIENT shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).

7.8 The Subrecipient and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.

7.9 The SUBRECIPIENT shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010 incorporated herein as part of this Agreement.

7.10 UNIFORM ADMINISTRATIVE REQUIREMENTS. The SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122, the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" and with the applicable requirements of 24 CFR Part 84 (the revised OMB Circular No. A-110).

7.11 RELIGIOUS ORGANIZATIONS/CONSTITUTIONAL PROHIBITION. If the SUBRECIPIENT is or was created by a religious organization, the SUBRECIPIENT agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j).

In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, as provided in 24 CFR Part 570.200(j). The SUBRECIPIENT shall comply with those requirements and prohibitions when entering into subcontracts.

7.12 REVERSION OF ASSETS. Upon expiration/termination of this Agreement, the SUBRECIPIENT must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.

7.13 ENFORCEMENT OF THIS AGREEMENT. Any violation of this Agreement that remains uncured thirty (30) days after the SUBRECIPIENT'S receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the

remedies of the CITY set forth herein, if the SUBRECIPIENT materially fails to comply with the terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 24 CFR Part 85.43, as set forth more fully below in Article IX of this Agreement.

7.14 The SUBRECIPIENT shall not assume the CITY's environmental responsibilities described at 24 CFR 570.604 of the CDBG Program regulations or the CITY's responsibility for initiating the review process under Executive Order 12372.

## ARTICLE VIII

## PROGRAM INCOME

8.1 Program income means gross income received by the SUBRECIPIENT which has been directly generated from the use of the CDBG Funds. When such income is generated by an activity that is only partially assisted with the CDBG Funds, the income shall be prorated to reflect the percentage of CDBG Funds used. Program income generated by CDBG funded activities shall be used only to undertake those activities specifically approved by the CITY on and for the Work Program. All provisions of this Agreement shall apply to such activities. Any program income on hand when this Agreement expires/terminates or received after such expiration/termination shall be paid to the CITY, as required by 24 CFR 570.503(b) (7) of the CDBG Program regulations.

The SUBRECIPIENT shall submit to the CITY monthly a Program Income Report and a Work Program Status Report. The Program Income Report shall identify CDBG activities in which income was derived and how income has been utilized.

8.2 REPAYMENTS. Any interest or other return on the investment of the CDBG Funds shall be remitted to the CITY on a monthly basis. Any CDBG Funds funded to the SUBRECIPIENT that do not meet the eligibility requirements, as applicable, must be repaid to the CITY.

## ARTICLE IX

## REMEDIES, SUSPENSION, TERMINATION

9.1 REMEDIES FOR NONCOMPLIANCE. The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the SUBRECIPIENT, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the SUBRECIPIENT an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the SUBRECIPIENT that any payment made in accordance with this Agreement to the SUBRECIPIENT shall be made only if the SUBRECIPIENT is not in default under the terms of this Agreement. If the SUBRECIPIENT is in default, the CITY shall not be obligated and shall not pay to the SUBRECIPIENT any sum whatsoever.

If the SUBRECIPIENT materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

9.1.1 Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT, or such more severe enforcement action as the CITY determines is necessary or appropriate.

9.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.

9.1.3 Wholly or partly suspend or terminate the current CDBG Funds awarded to the SUBRECIPIENT.

9.1.4 Withhold further CDBG grants and/or loans for the SUBRECIPIENT.

9.1.5 Take all such other remedies that may be legally available.

9.2 <u>SUSPENSION</u>:

9.2.1 The Department may, for reasonable cause temporarily suspend the SUBRECIPIENT'S operations and authority to obligate funds under this Agreement or withhold payments to the SUBRECIPIENT pending necessary corrective action by the SUBRECIPIENT, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:

(i) Ineffective or improper use of the CDBG Funds by the SUBRECIPIENT;

(ii) Failure by the SUBRECIPIENT to materially comply with any term or provision of this Agreement;

(iii) Failure by the SUBRECIPIENT to submit any documents required by this Agreement; or

(iv) The SUBRECIPIENT'S submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the SUBRECIPIENT'S authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the SUBRECIPIENT in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in person delivery with proof of delivery. The notification will include the reason(s) for such action, any conditions relating to the action taken, and the necessary corrective action(s).

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY'S funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four (24) hours prior notice in writing to the SUBRECIPIENT. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. In the event that the CITY'S funding source reduces the CITY'S entitlement under the CDBG Program, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the SUBRECIPIENT pursuant to this Agreement.

9.3.2 Termination for Breach.

The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion, which the SUBRECIPIENT is not materially complying with any term or provision of this Agreement.

The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever of the SUBRECIPIENT to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.

9.3.3 Unless the SUBRECIPIENT'S breach is waived by the Department in writing, the Department may, by written notice to the SUBRECIPIENT, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

## ARTICLE X

## MISCELLANEOUS PROVISIONS

10.1 INDEMNIFICATION. The SUBRECIPIENT shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the SUBRECIPIENT'S activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the SUBRECIPIENT and/or any persons acting for or on its behalf, and from and against any relevant orders, judgments, or decrees which may be entered against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

10.2 AMENDMENTS. No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications shall be approved by the Department in writing.

10.3 OWNERSHIP OF DOCUMENTS. All documents developed by the SUBRECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the City. The SUBRECIPIENT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

It is further understood by and between the parties that any document which is given by the CITY to the SUBRECIPIENT pursuant to this Agreement shall at all times remain the property of the CITY and shall not be used by the SUBRECIPIENT for any other purpose whatsoever without the prior written consent of the CITY.

10.4 AWARD OF AGREEMENT. The SUBRECIPIENT warrants that is has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

10.5 NON-DELEGABILITY. The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY'S prior written consent which may be granted or withheld in the CITY'S sole discretion.

10.6 CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and enforced according to the laws of the State of Florida.

10.7 CONFLICT OF INTEREST.

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

SUBRECIPIENT is aware of the conflict of interest laws for any CDBG activities as per 24 CFR, Part 570.611, which states that anyone controlling or influencing any CDBG activities may not: (a) obtain personal or financial interest or benefits, including money, favors, gratuities, entertainment or anything of value that might be interpreted as conflict of interest; (b) obtain a direct or indirect interest in any contract, subcontract or agreement for any CDBG activity. This prohibition extends to contracts in which your spouse, minor child, dependent or business associate may have personal or financial interest.

This prohibition extends for a one-year period after you leave a position with a CDBG activity or project; (c) request for exceptions which may enhance the effectiveness of the CDBG project must be made in writing to the CITY and approved by HUD.

In addition, no board members, employees, or any GRANTEE representative may simultaneously serve on the CITY's Community Development Advisory Committee.

10.7.2 The SUBRECIPIENT is aware of the conflict of interest laws of the City of Pompano Beach and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement. The SUBRECIPIENT shall comply with the standards contained within OMB Circular No. A-110

10.8 HATCH ACT. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

10.9 NO OBLIGATION TO RENEW. Upon expiration of the term of this Agreement, the SUBRECIPIENT agrees and understands that the CITY has no obligation to renew this Agreement.

10.10 ENTIRE AGREEMENT:

This instrument and its attachments constitute the only Agreement of the parties hereto relating to the CDBG Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

10.11 GENERAL CONDITIONS.

10.11.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in person delivery or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time, upon notice in writing. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY OF POMPANO BEACH

Miriam Carrillo, Director
Office of Housing and Urban Improvement
100 W. Atlantic Blvd., Suite 220
PO Box 1300
Pompano Beach, Florida 33061

SUBRECIPIENT

~~Paula Vickers~~ Ray Dueda, Executive Director
Second Chance Society, Inc.
1835 SE 4th Avenue
Fort Lauderdale, FL 33316

10.11.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.11.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.

10.11.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.11.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the United States of America, State of Florida or the City of Pompano Beach, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.12 INDEPENDENT CONTRACTOR. THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.

10.13 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.14 SUBRECIPIENT CERTIFICATION. The SUBRECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with this Agreement and to provide such information as may be required by this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized on the date above written.

**"SUBRECIPIENT"**

**Second Chance Society, Inc., a Florida not-for-profit corporation**

Witnesses:

Lourdes Y Leighton
Printed Name

Benkys Mejia
Printed Name

By: Pat Owen
Signature

PAT OWEN
Name Printed, Typed or Stamped

Title: EXECUTIVE DIRECTOR

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13th day of OCTOBER, 2015 by PAT OWEN as EXECUTIVE DIRECTOR of SECOND CHANCE SOCIETY, INC, a Florida non-profit corporation, on behalf of the corporation. He/she is personally known to me or who has produced (PERSONALLY KNOWN) (type of identification) as identification.

NOTARY'S SEAL:

Paula J. Vickers
NOTARY PUBLIC, STATE OF FLORIDA

PAULA VICKERS
(Name of Acknowledger Typed, Printed or Stamped)

FF053455
Commission Number

NOTARY PUBLIC STATE OF FLORIDA

PAULA J. VICKERS
MY COMMISSION # FF 053455
EXPIRES: October 9, 2017
Bonded Thru Budget Notary Services

Initials PO

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH
CITY MANAGER

Attest:

_____ (SEAL)
ASCELETA HAMMOND
CITY CLERK

Approved As To Form:

_____
MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager **ASCELETA HAMMOND** and, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

EXHIBIT A

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SECOND CHANCE SOCIETY, INC., PROVIDING FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a SUBRECIPIENT Agreement between the City of Pompano Beach and Second Chance Society, Inc., providing for the Funding and Administration of Community Development Block Grant Projects, a copy of which Agreement is attached hereto and is incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Second Chance Society, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

# Exhibit B - Work Plan

# Scope of Work

## Synopsis

The Second Chance Society Hand Up Program was founded in 2001 to fill a critical gap found in the Continuum of Care services available to homeless and struggling men and women. SCS's Founder discovered that there were agencies to shelter, clothe and feed the homeless, those to provide medical and mental health services, those to provide treatment for alcohol and drug addiction, case management and counseling and others to assist with employment. There were, however, no entities whatsoever who could provide financial assistance and funding of both job-related materials and/or vocational training materials to help one to accept a job and/or return to school to learn a trade. Having identified this gap, Second Chance Society found its niche and implemented the Hand Up Program. To date, it has helped over 3500 individuals and has 100 agencies that refer their clients to the program on a daily basis.

## Objectives

The Second Chance Society Hand Up Program provides unduplicated assistance to homeless and struggling individuals in the community who are inhibited from being able to work by some material barrier. This barrier can be any one of a number of job-related items and necessities such as lack of tools, uniforms, work boots, non-skid shoes, licensure, certifications, etc. Through the well run referral process, SCS meets with and interviews clients referred by homeless shelters, sober houses, department of corrections, etc., makes a recommendation to its Board for approval, and with approval, takes such clients shopping to purchase whatever items are needed to begin a job. The objective here is to get the client working as soon as employment is found.

Additionally, the Second Chance Society provides assistance to homeless and struggling individuals in the community who are inhibited from being able to take vocational training due to a lack of funding for tuition, text books and educational materials, test fees, etc.. Through the well run referral process, SCS meets with and interviews clients referred by homeless shelters, sober houses, department of corrections, etc., makes a recommendation to its Board for approval. Upon approval, tuition, text books and educational materials are funded thereby allowing clients to enroll in their course of choice and begin their studies immediately. The objective here is to enable clients to complete a course of study which they are passionate about and which in time will lead to a viable trade and employment. In both of these summaries, the objective is to aid in returning the client to a state of independence, self-sufficiency and general well being.

## Deliverables

This Public Funding Services Application for the Hand Up Program is being requested so that SCS can continue to support and expand its already existing and successful program which is well recognized and appreciated within the community of the Continuum of Care for the homeless. A key deliverable of the program is that it helps to speed up the return-to-work process to those living in shelters, using other community resources. The eventual deliverable will be the outcome that documents that one has reached a state of self-sufficiency.

## Measurements

Second Chance Society's Client Tracking Module is a crucial element to the program. SCS will make personal contact with its clients and their referring agencies/case managers at set intervals for up to 1 year. The purpose of such calls is two-fold: (1) to evaluate and report client progress to grantors, and (2) to provide moral encouragement and ongoing support to its clients. Outcomes Reporting will be provided to the City of Pompano Beach as per contract provisions. SCS has found that many of its clients stay in touch well beyond the 1 year period. Many have lost contact with family members, and to these individuals, Second Chance Society becomes a surrogate family.

# EXHIBIT C

## COMPENSATION AND BUDGET SUMMARY

## Second Chance Society, Inc.

A. **All payments shall be in the form of reimbursements for program services provided. SUBRECIPIENT will be paid according to the approved budget submitted to the CITY for the specific program. The budget determined for Second Chance Society, Inc. for the funding period beginning October 1, 2015 through September 30, 2016 is attached and hereby incorporated and made part of Exhibit C.**

The City shall pay Second Chance Society, Inc. (hereinafter referred to as the "SUBRECIPIENT") as maximum compensation for the services required pursuant to this Agreement the sum of **$7000.00**.

B. During the term hereof and for a period of one (1) year following the date of the last payment made hereunder, the CITY shall have the right to review and audit the time records and related records of the SUBRECIPIENT pertaining to any payments by the CITY.

C. Requests for payment should be made at least on a monthly basis, by the 15th of the month. Reimbursement requests should be submitted to the City within thirty (30) calendar days after the indebtedness has been incurred on the reimbursement request form provided by the Office of Housing and Urban Improvement.

D. The SUBRECIPIENT must submit the final request for payment to the City within 30 calendars days following the expiration date or termination date of this Agreement on a form a provided by the Office of Housing and Urban Improvement. If the SUBRECIPIENT fails to comply with this requirement, the SUBRECIPIENT shall forfeit all rights to payment and the City shall not honor any request submitted thereafter.

E. Any payment due under this Agreement may be withheld pending the receipt and approval by the City of all reports due from the SUBRECIPIENT as a part of this Agreement and any modifications.

Pat Owen, Executive Director — 10/13/15

Name and Title — Date

## PART E – PROJECT BUDGET

| Project Budget | | | |
|---|---|---|---|
| ☐ | New Project | ☐ | One-Time Funding Request |
| XX | Ongoing Project with CDBG Support | XX | On-going Project with Other Support |

** NOTE: Another budget form may be substituted for this FORM

*An alternative format providing the information below is acceptable (must include all itemized costs above $500)*

*PLEASE IDENTIFY ALL SOURCES OF LEVERAGING*

| | *Source: CDBG/HOME* | *Source: Fundraising* | *Source: Grants* | *Source: Other* | *Total Project Cost:* |
|---|---|---|---|---|---|
| *Revenue Sources* | $7,500.00 | $0.00 | $92,500.00 | $69,593.07 | $169,593.00 |
| *Is this source confirmed and committed to the project?* | xx Yes ☐ No | ☐ Yes No xx | xx Yes ☐ No | xx Yes ☐ No | xx Yes ☐ No |
| *Project Costs (include all costs directly related to delivering this service or accomplishing this project)* | | | | | |
| Salaries & Wages | | | $14,903.90 | $12,421.50 | $27,325.40 |
| Fringe Benefits | | | $1,047.21 | $872.79 | $1,920.00 |
| Professional Fees | | | $3,359.81 | $2,800.19 | $6,160.00 |
| Printing & Supplies | | | $431.98 | $360.02 | $792.00 |
| Shipping & Postage | | | $215.98 | $180.02 | $396.00 |
| Communications | | | $1,413.74 | $1,178.26 | $2,592.00 |
| Capital Equipment | | | $1,540.82 | $1,284.18 | $2,825.00 |
| Administrative Costs | | | $3,201.40 | $2,668.18 | $5,869.56 |
| Rent / Facility Costs | | | $23,678.44 | $19,734.55 | $43,412.99 |
| Direct Client Services: | $7,500.00 | | $42,706.62 | $28,093.38 | $78,300.00 |
| Subtotal: Project Costs | $7,500.00 | | $92,500.00 | $69,593.07 | $169,593.00 |
| Explain Other Costs *(include other costs over $500 needed to implement this service or project)* | | | | | |
| Subtotal: Other Costs | | | | | |
| Grand Total: | $7,500.00 | | $92,500.00 | $69,593.07 | $169,593.00 |

**BUDGET NARRATIVE:**

**Fringe Benefits** - Under allocation schedule 100% of this expense is allocated to other grants and funding, and no expense is allocated to City of Pompano Beach CDBG funding.

**Professional Fees** - The principal element to this expense category is CPA fees for the annual audit, coupled with insurance expense. This expense category is 100% allocated to other grant and funding sources, and no expense is allocated to City of Pompano Beach CDBG funding.

**Printing & Supplies** - This is a very modest expense category for the Second Chance Hand-Up Program and is 100% allocated to other grant and funding sources, and no expense is allocated to City of Pompano Beach CDBG funding.

**Shipping & Postage** - This is a very modest expense category for the Second Chance Hand-Up Program and is 100% allocated to other grant and funding sources, and no expense is allocated to City of Pompano Beach CDBG funding.

**Communications** – This category includes the phone, fax and internet systems. 100% of funding is allocated to other grant and funding sources, and no expense is allocated to City of Pompano Beach CDBG funding

**Capital Expense** - This is a very modest expense category for the Second Chance Hand-Up Program and is 100% allocated to other grant and funding sources, and no expense is allocated to City of Pompano Beach CDBG funding.

**Administrative Costs** - This is a general administrative cost category and is 100% allocated to other grant and funding sources, and no expense is allocated to City of Pompano Beach CDBG funding.

**Rent & Facility Costs** - The Second Chance Society facility which houses the Hand-Up Program is owned by the Second Chance Society. Since the purchase of the building, affectionately called Second Chance House, a private benefactor and mortgage holder has each year made a restricted donation for this purpose, by forgiving the interest expense, and reducing the mortgage principal balance.

**Direct Client Expenses** - This expense represents the budget allocation for the purchase of goods and services to assist qualified clients to overcome material barriers to employment or to further vocational studies in accordance with Hand Up Program procedures and guidelines. The $7,500 allocation in this category for City of Pompano Beach CDBG funding represents the direct client costs for 50 clients. The Program will serve well more than this number of clients who are residents of the City of Pompano Beach, and SCS assures the City that they will serve a minimum of 50 City of Pompano Beach resident clients during the grant period. Funding for the additional and expected 350 County wide clients to be served by the Program in FY 2015 to 2016 is allocated to other grants, other funding sources, and fundraising.

**LEVERAGE ABILITY - SCS will leverage CDBG funding through the below funding sources:**

| | | |
|---|---|---|
| Rogers Family Foundation | | $15,000.00 |
| Batchelor Foundation | | $25,000.00 |
| Enterprise Foundation | | $1,500.00 |
| SCS is currently in the 2nd of a 3-year contract with the United Way of Broward | | $45,000.00 |
| Amerijet International Corporation | | $10,000.00 |
| World Fuel Corporation | | $10,000.00 |
| Holy Cross Hospital | | $1,500.00 |
| CDBG Funding – City of Hollywood | | $9,978.24 |
| Stacy Foundation | | $15,000.00 |
| Fundraising | | $10,000.00 |
| | Total: | $142,978.24 |

*Funding Update: SCS plans on expanding its current "Ambassador Club Program" which honors donors in the following categories: Foundations, Corporations, and Individuals. SCS just held its Third Annual Ambassador Club Luncheon where it honored the Rogers Family Foundation, Holy Cross Hospital and Mr. & Mrs. Lee Burt. The expansion of this club will attract new donors to the SCS funding pool. The SCS Board of Directors is committed to increasing it fundraising activities as well with smaller but more frequent events. Additionally, it should be noted that SCS utilizes the services of 25 volunteers who assist in the daily operation of its program. By the end of its fiscal year, SCS logs approximately 2500 volunteer hours (or more). At a rate of approximately $22.14 per volunteer hour, an in-kind donation of $2,214.00 per volunteer, or, a total of $55,350.00 of in-kind contribution is realized through the value of its volunteer base.*

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

X Pat Owen
(Signature)

Sworn to me and subscribed before me this 13th day of October, 2015.

Personally known (Pat Owen, Executive Director)

Or produced identification

Notary Public—State of Florida

My commission expires 10/9/2017

(Type of Identification)

Paula J. Vickers
(Printed, typed or stamped commissioned name of notary public)

NOTARY PUBLIC STATE OF FLORIDA
PAULA J. VICKERS
MY COMMISSION # FF 053455
EXPIRES: October 9, 2017
Bonded Thru Budget Notary Services

# EXHIBIT D

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

### CERTIFICATION REGARDING LOBBYING
### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(1) This undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SECOND CHANCE SOCIETY, INC.
SUBRECIPIENT

PAT OWEN, EXECUTIVE DIRECTOR
PRINT NAME OF CERTIFYING OFFICIAL

Pat Owen 10/13/15
SIGNATURE OF CERTIFYING OFFICIAL DATE

* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over $100,000 (per OMB).

# EXHIBIT E

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and

    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Pompano Beach.

SUBRECIPIENT

Pat Owen, Executive Director

PRINT NAME OF CERTIFYING OFFICIAL

x Pat Owen

SIGNATURE OF CERTIFYING OFFICIAL

10/13/15

DATE

# EXHIBIT F

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

### SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The City of Pompano Beach

By Pat Owen, Executive Director

(print this individual's name and title)

for Second Chance Society, Inc.

(print name of entity submitting statements)

whose business address is 1835 SE 4th Avenue
Fort Lauderdale, FL 33316

and if applicable is Federal Employer Identification Number (FEIN) is 65-1118303

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "convection" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

Meeting Date: October 27,2015 Agenda Item 20

REQUESTED COMMISSION ACTION:

| X | Consent | | Ordinance | X | Resolution | | Consideration/ Discussion | | Presentation |
|---|---|---|---|---|---|---|---|---|---|

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND FEEDING SOUTH FLORIDA, INC., PROVIDING FOR THE FUNDING AND ADMINISTRATION OF CDBG FUNDS IN THE AMOUNT OF. $5,000 AND PROVIDING AN EFFECTIVE DATE

**Summary of Purpose and Why:**

Feeding South Florida, Inc. was approved as part of the CDBG Annual Action Plan by the City Commission for the FY 2015-2016 funding year. The funds will be used to defray costs associated with mobile food distributions of approximately 8,700 pounds of food each to low income persons throughout Pompano Beach. The Resolution will approve the required Subrecipient Agreement for the utilization of CDBG Funds in the amount of $5,000.

(1) Origin of request for this action: Office of Housing and Urban Improvement
(2) Primary staff contact: Mark Korman/Miriam Carrillo, Director Ext. 4656
(3) Expiration of contract, if applicable: September 30, 2016
(4) Fiscal impact and source of funding: CDBG Funds in the amount of $5,000

| DEPARTMENTAL COORDINATION | | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| OHUI | 10/15/15 | Approval | M. Korman / M. Carrillo |
| City Attorney | 10/15/15 | | |
| Finance | 10/15/15 | Approval | S. Sabala |

X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | Resolution | Consideration |
|---|---|---|
| Workshop | | |
| 1st Reading | 1st Reading | Results: Results: |
| 2nd Reading | | |

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND FEEDING SOUTH FLORIDA, INC. PROVIDING FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a SUBRECIPIENT Agreement between the City of Pompano Beach and Feeding South Florida, Inc., Inc. providing for the Funding and Administration of Community Development Block Grant Projects, a copy of which Agreement is attached hereto and is incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Feeding South Florida, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

City Of Pompano Beach
Approved / Received
OCT 15 2015
Office Of Housing And
Urban Improvement

# CITY OF POMPANO BEACH, FLORIDA
# COMMUNITY DEVELOPMENT BLOCK GRANT
# PUBLIC SERVICE PROGRAMS AGREEMENT

**THIS AGREEMENT** (hereinafter the "Agreement") is entered into this **____day of _____, 2015**, between the City of Pompano Beach, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY") and **Feeding South Florida, Inc.**, a Florida not for profit corporation (hereinafter referred to as the "SUBRECIPIENT").

| | |
|---|---|
| **FUNDING SOURCE:** | **Community Development Block Grant Funds** |
| **AMOUNT:** | **$5,000.00** |
| **TERM OF THE AGREEMENT:** | **October 1, 2015 - September 30, 2016** |
| **IDIS NUMBER (to be completed by the City):** | |
| **DUNS NUMBER:** | **135766145** |
| **CDFA NUMBER:** | **14.218** |

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

## ARTICLE I
## EXHIBITS AND DEFINITIONS

1.1 EXHIBITS. Attached hereto and forming a part of this Agreement are the following Exhibits:

| | |
|---|---|
| Exhibit A | Resolution Authorizing Execution of this Agreement |
| Exhibit B | Work Program |
| Exhibit C | Compensation and Budget Summary |
| Exhibit D | Certification Regarding Lobbying Form |
| Exhibit E | Certification Regarding Debarment, Suspension and other Responsibility Matters (Primary Covered Transactions Form). |
| Exhibit F | Crime Entity Affidavit |

Initials FH



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## ARTICLE II

## BASIC REQUIREMENTS

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY's execution of this Agreement:

2.1 The Work Program submitted by the SUBRECIPIENT to the CITY which shall become attached hereto as Exhibit B to this Agreement and shall include the following:

2.1.1 The description section shall detail the activities to be carried out by the SUBRECIPIENT. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG Funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.

2.1.2 The schedule of activities and measurable objectives plays an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the SUBRECIPIENT under this Agreement.

2.2 The Budget Summary attached hereto as Exhibit C, which shall include: completion of the SUBRECIPIENT'S Itemized Budget, Cost Allocation, Budget Narrative, Staff Salaries Schedule and a copy of all subcontracts.

2.3 A list of the SUBRECIPIENT'S present officers and members of the Board (names, addresses and telephone numbers).

2.4 A list of key staff persons (with their titles) who will carry out the Work Program.

2.5 Completion of an Authorized Representative Statement.

2.6 Completion of a Statement of Accounting System.

2.7 A copy of the SUBRECIPIENT'S corporate personnel policies and procedures.

2.8 Job description and resumes for all positions funded in whole or in part under this Agreement.

2.9 A letter accepting the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" and Lead Based Paint Regulations 24 CFR Part 35.

## ARTICLE IV

## CDBG FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 COMPENSATION

The amount of compensation payable by the City to the Project Sponsor shall be based on the rates, schedules and conditions described in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement."

4.2 INSURANCE:

At all times during the term hereof, the SUBRECIPIENT shall maintain insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the SUBRECIPIENT shall furnish to the CITY original certificates of insurance indicating that the SUBRECIPIENT is in compliance with the provisions of this Article. The insurance shall list CITY as an additional insured.

4.2.1 SUBRECIPIENT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. SUBRECIPIENT shall not commence work until the required insurance is in force and evidence of insurance acceptable to CITY has been provided to, and approved by, CITY. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, SUBRECIPIENT shall provide CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

4.2.2 Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: $ 1,000,000 Each Accident

$ 1,000,000 Disease -Policy Limit

$ 1,000,000 Disease -Each Employee

Initials



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and shall cover SUBRECIPIENT for those sources of liability arising out of the rendering or failure to render the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 300,000 Each Claim/Annual Aggregate

4.2.6 The insurance provided by SUBRECIPIENT shall apply on a primary basis. Any insurance, or self-insurance, maintained by the SUBRECIPIENT shall be excess of, and shall not contribute with, the insurance provided by SUBRECIPIENT. Except as otherwise specified, no deductible or self-insured retention is permitted.

4.2.7 Neither approval nor failure to disapprove insurance furnished by SUBRECIPIENT shall relieve SUBRECIPIENT from responsibility to provide insurance as required by this Agreement.

4.2.8 SUBRECIPIENT shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

4.2.9 SUBRECIPIENT'S failure to obtain, pays for, or maintains any required insurance shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, CITY may use the services of another SUBRECIPIENT or SUBRECIPIENTs, without CITY'S incurring any liability to SUBRECIPIENT.

4.3 FINANCIAL ACCOUNTABILITY:

The CITY reserves the right to audit the records of the SUBRECIPIENT at any time during the performance of this Agreement and for a period of three years after its expiration/termination. The SUBRECIPIENT agrees to provide all financial and other applicable records and documentation of services to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice which are found by the CITY, on the basis of such audit, not to constitute allowable expenditures. Any payments made to the SUBRECIPIENT are subject to reduction for overpayments on previously submitted invoices.

Federal Awards is presented fairly in all material respects in relation to the financial statements taken as a whole.

b) a report on internal controls related to the financial statements and major programs. This report shall describe the scope of testing of internal controls and the results of the test, and, where applicable, refer to the separate schedule of findings and questioned costs.

c) a report on compliance with laws, regulations, and the provisions of contracts and/or this Agreement, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion (or disclaimer of opinion) as to whether the SUBRECIPIENT complied with the laws, regulations, and the provisions of contracts and this Agreement which could have a direct and material effect on the program and, where applicable, refer to the separate schedule of findings and questioned costs.

d) a schedule of findings and questioned cost which shall include the requirements of the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

5.1.2 If the SUBRECIPIENT expends less than $750,000 in the fiscal year it is exempted from Federal audit requirements for that year and, consequently, the audit cost is not a reimbursable expense. The City, however, may request the SUBRECIPIENT to have a limited scope audit for monitoring purposes. These limited scope audits will be paid for and arranged by the City and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

All reports presented to the City shall, where applicable, include sufficient information to provide a proper perspective for judging the prevalence and consequences of the findings, such as whether an audit finding represents an isolated instance or a systemic problem. Where appropriate, instances identified shall be related to the universe and the number of cases examined and quantified in terms of dollar value.

The failure of Subrecipient to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the SUBRECIPIENT may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of "low- and moderate-income person" and "low- and moderate-income household" as set forth in 24 CFR 570.3; or, the SUBRECIPIENT may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the SUBRECIPIENT may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be "low- and moderate-income persons" based upon HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

(i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.

(ii) For each activity determined to benefit low- and moderate-income persons based on the area served by the activity:

(a) The boundaries of the service area;

(b) The income characteristics of families and unrelated individuals in the service area; and

(c) If the percent of low- and moderate-income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii);

(iii) For each activity determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low- and moderate-income persons:

6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

6.2.1 The Department shall have the authority to review the SUBRECIPIENT'S records, including Project and programmatic records and books of account, for a period of three (3) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the expiration of the Retention Period.

The SUBRECIPIENT shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided thereunder. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records.

The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY, federal personnel and any other personnel duly authorized by the CITY.

6.2.2 The SUBRECIPIENT shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall in its sole discretion determine when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement

6.2.3 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The SUBRECIPIENT shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

by the CITY or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 RELATED PARTIES:

The SUBRECIPIENT shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party transaction. The term "related-party transaction" includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the SUBRECIPIENT is responsible for appointing memberships. The SUBRECIPIENT shall report this information to the Department upon forming the relationship, or if already formed, shall report such relationship prior to or simultaneously with the execution of this Agreement. Any supplemental information shall be promptly reported to the Department.

## ARTICLE VII

## OTHER CDBG PROGRAM REQUIREMENTS

7.1 The SUBRECIPIENT shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201.

7.2 The SUBRECIPIENT shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low and moderate-income persons.

7.3 The SUBRECIPIENT shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.

7.4 The SUBRECIPIENT shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the SUBRECIPIENT in adhering to the provisions of this Agreement. Representatives of the SUBRECIPIENT shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.

7.5 SUBRECIPIENT shall, to the greatest possible, give low-and-moderate-income residents of the service areas opportunities for training and employment.

7.6 NON-DISCRIMINATION:

The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status, sexual orientation or handicap in connection with the activities and/or the Work Program or its performance under this Agreement.

terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 24 CFR Part 85.43, as set forth more fully below in Article IX of this Agreement.

7.14 The SUBRECIPIENT shall not assume the CITY's environmental responsibilities described at 24 CFR 570.604 of the CDBG Program regulations or the CITY's responsibility for initiating the review process under Executive Order 12372.

## ARTICLE VIII

## PROGRAM INCOME

8.1 Program income means gross income received by the SUBRECIPIENT which has been directly generated from the use of the CDBG Funds. When such income is generated by an activity that is only partially assisted with the CDBG Funds, the income shall be prorated to reflect the percentage of CDBG Funds used. Program income generated by CDBG funded activities shall be used only to undertake those activities specifically approved by the CITY on and for the Work Program. All provisions of this Agreement shall apply to such activities. Any program income on hand when this Agreement expires/terminates or received after such expiration/termination shall be paid to the CITY, as required by 24 CFR 570.503(b) (7) of the CDBG Program regulations.

The SUBRECIPIENT shall submit to the CITY monthly a Program Income Report and a Work Program Status Report. The Program Income Report shall identify CDBG activities in which income was derived and how income has been utilized.

8.2 REPAYMENTS. Any interest or other return on the investment of the CDBG Funds shall be remitted to the CITY on a monthly basis. Any CDBG Funds funded to the SUBRECIPIENT that do not meet the eligibility requirements, as applicable, must be repaid to the CITY.

## ARTICLE IX

## REMEDIES, SUSPENSION, TERMINATION

9.1 REMEDIES FOR NONCOMPLIANCE. The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the SUBRECIPIENT, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the SUBRECIPIENT an amount in excess of the total sum provided by this Agreement.

9.2.4 The Department will notify the SUBRECIPIENT in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in person delivery with proof of delivery. The notification will include the reason(s) for such action, any conditions relating to the action taken, and the necessary corrective action(s).

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY'S funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four (24) hours prior notice in writing to the SUBRECIPIENT. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. In the event that the CITY'S funding source reduces the CITY'S entitlement under the CDBG Program, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the SUBRECIPIENT pursuant to this Agreement.

9.3.2 Termination for Breach.

The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion that the SUBRECIPIENT is not materially complying with any term or provision of this Agreement.

The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever of the SUBRECIPIENT to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.

9.3.3 Unless the SUBRECIPIENT'S breach is waived by the Department in writing, the Department may, by written notice to the SUBRECIPIENT, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

10.6 CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and enforced according to the laws of the State of Florida.

10.7 CONFLICT OF INTEREST.

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

SUBRECIPIENT is aware of the conflict of interest laws for any CDBG activities as per 24 CFR, Part 570.611, which states that anyone controlling or influencing any CDBG activities may not: (a) obtain personal or financial interest or benefits, including money, favors, gratuities, entertainment or anything of value that might be interpreted as conflict of interest; (b) obtain a direct or indirect interest in any contract, subcontract or agreement for any CDBG activity. This prohibition extends to contracts in which your spouse, minor child, dependent or business associate may have personal or financial interest.

This prohibition extends for a one-year period after you leave a position with a CDBG activity or project; (c) request for exceptions which may enhance the effectiveness of the CDBG project must be made in writing to the CITY and approved by HUD.

In addition, no board members, employees, or any GRANTEE representative may simultaneously serve on the CITY's Community Development Advisory Committee.

10.7.2 The SUBRECIPIENT is aware of the conflict of interest laws of the City of Pompano Beach and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement. The SUBRECIPIENT shall comply with the standards contained within the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

10.8 HATCH ACT. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

10.11.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.11.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the United States of America, State of Florida or the City of Pompano Beach, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.12 INDEPENDENT CONTRACTOR. THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.

10.13 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.14 SUBRECIPIENT CERTIFICATION. The SUBRECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with this Agreement and to provide such information as may be required by this Agreement.

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH
CITY MANAGER

Attest:

_____ (SEAL)
ASCELETA HAMMOND
CITY CLERK

Approved As To Form:

_____
MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

EXHIBIT A

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND FEEDING SOUTH FLORIDA, INC. PROVIDING FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a SUBRECIPIENT Agreement between the City of Pompano Beach and Feeding South Florida, Inc., Inc. providing for the Funding and Administration of Community Development Block Grant Projects, a copy of which Agreement is attached hereto and is incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Feeding South Florida, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

**Exhibit B Work Plan and Budget**

The table below lists the main work tasks required to complete project objectives in order to meet the requirement of the agreement.

| Work Task | Start-Up Date | Date of Completion | Funds Required |
|---|---|---|---|
| 1. Coordinate distribution dates with partner agency. | 10/1/2015 | 11/30/2015 | $0.00 |
| 2. Notify FSF procurement and transportation teams of distribution dates. | 10/1/2015 | 11/30/2015 | $0.00 |
| 3. Conduct community outreach prior to each distribution | 10/1/2015 | 9/30/2016 | $0.00 |
| 4. Conduct three (3) mobile food distributions of approximately 8,700 pounds of food each in Pompano Beach. | 11/1/2015 | 9/30/2016 | $5,000<br>($1,666 per distribution)<br>- **OPERATIONS:** $1,131 to move 8,700 lbs of food, including truck, driver, fuel<br>- **STAFF:** $535 to source fresh produce, work with partner agencies to ensure food safety, receive the product, and warehouse it. |

| Project Budget | | | |
|---|---|---|---|
| ☒ | New Project | ☐ | One-Time Funding Request |
| ☐ | Ongoing Project with CDBG Support | ☐ | On-going Project with Other Support |

**** NOTE: Another budget form may be substituted for this FORM**

***An alternative format providing the information below is acceptable***
*(must include all itemized costs above $500)*

*PLEASE IDENTIFY ALL SOURCES OF LEVERAGING*

| *Revenue Sources* | *Source: CDBG/HOME* | *Source: Fundraising* | *Source: Grants* | *Source: Other* | *Total Project Cost:* |
|---|---|---|---|---|---|
| | $5,000 | $ | $ | $ | $ |
| *Is this source confirmed and committed to the project?* | ☐ Yes ☒ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No |
| *Project Costs (include all costs directly related to delivering this service or accomplishing this project)* | | | | | |
| Salaries & Wages | 0 | | | | |
| Employee Benefits | 0 | | | | |
| Professional Contract Services | 0 | | | | |
| Office Supplies | 0 | | | | |
| Postage / Printing | 0 | | | | |
| Notices / Subscriptions | 0 | | | | |
| Utilities | 0 | | | | |
| Travel / Training | 0 | | | | |
| Rent / Facility Costs | 0 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Insurance, Legal & Financial Services | **0** | | | | |
| Fundraising | **0** | | | | |
| Subtotal: Project Costs | 0 | | | | |
| Explain Other Costs *(include other costs over $500 needed to implement this service or project)* | | | | | |
| Shared Maintenance Fee | $5,000 | | | | |
| | | | | | |
| | | | | | |
| Subtotal: Other Costs | $5,000 | | | | |
| Grand Total: | $5,000 | | | | |

Shared Maintenance Fee (SMF): SMF is a fee that helps offset the cost of sourcing, transporting, warehousing, and distributing of millions of pounds of food per year. The SMF varies depending on the product but is never more than $.19 cents per pound. We are able to accomplish this by working with farmers, grocers, and distributors to acquire bulk loads of quality produce, for pennies on the dollar, as opposed to purchasing the same items, for what KPMG values at $1.72 per pound. By supporting Feeding South Florida, $1 can have five times the value.

The CDBG funding of $5,000 will be sufficient to cover the cost of three special distributions in Pompano Beach (at a cost of approximately $1,666 per distribution).

In-Kind Services: Feeding South Florida will support the cost of all other administrative and operational expenses incurred in relation to the delivery of the Program including Salaries and Wages, Employee Benefits, Office Supplies, and Occupancy Costs, etc.

# EXHIBIT C

## COMPENSATION AND BUDGET SUMMARY

## Feeding South Florida, Inc.

A. **All payments shall be in the form of reimbursements for program services provided. SUBRECIPIENT will be paid according to the approved budget submitted to the CITY for the specific program. The budget determined for Feeding South Florida, Inc. for the funding period beginning October 1, 2015 through September 30, 2016 is attached and hereby incorporated and made part of Exhibit C.**

The City shall pay Feeding South Florida, Inc. (hereinafter referred to as the "SUBRECIPIENT") as maximum compensation for the services required pursuant to this Agreement the sum of **$5,000.00**.

B. During the term hereof and for a period of one (1) year following the date of the last payment made hereunder, the CITY shall have the right to review and audit the time records and related records of the SUBRECIPIENT pertaining to any payments by the CITY.

C. Requests for payment should be made at least on a monthly basis, by the 15th of the month. Reimbursement requests should be submitted to the City within thirty (30) calendar days after the indebtedness has been incurred on the reimbursement request form provided by the Office of Housing and Urban Improvement.

D. The SUBRECIPIENT must submit the final request for payment to the City within 30 calendars days following the expiration date or termination date of this Agreement on a form a provided by the Office of Housing and Urban Improvement. If the SUBRECIPIENT fails to comply with this requirement, the SUBRECIPIENT shall forfeit all rights to payment and the City shall not honor any request submitted thereafter.

E. Any payment due under this Agreement may be withheld pending the receipt and approval by the City of all reports due from the SUBRECIPIENT as a part of this Agreement and any modifications.

Francisco Vélez, President & CEO 10/14/15

Name and Title Date

| Project Budget | | | |
|---|---|---|---|
| ☒ | New Project | ☐ | One-Time Funding Request |
| ☐ | Ongoing Project with CDBG Support | ☐ | On-going Project with Other Support |

**** NOTE: Another budget form may be substituted for this FORM**

***An alternative format providing the information below is acceptable***
*(must include all itemized costs above $500)*

*PLEASE IDENTIFY ALL SOURCES OF LEVERAGING*

| *Revenue Sources* | *Source: CDBG/HOME* | *Source: Fundraising* | *Source: Grants* | *Source: Other* | *Total Project Cost:* |
|---|---|---|---|---|---|
| | $5,000 | $ | $ | $ | $ |
| *Is this source confirmed and committed to the project?* | ☐ Yes ☒ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No |
| ***Project Costs (include all costs directly related to delivering this service or accomplishing this project)*** | | | | | |
| Salaries & Wages | 0 | | | | |
| Employee Benefits | 0 | | | | |
| Professional Contract Services | 0 | | | | |
| Office Supplies | 0 | | | | |
| Postage / Printing | 0 | | | | |
| Notices / Subscriptions | 0 | | | | |
| Utilities | 0 | | | | |
| Travel / Training | 0 | | | | |
| Rent / Facility Costs | 0 | | | | |
| Insurance, Legal & Financial Services | 0 | | | | |
| Fundraising | 0 | | | | |
| Subtotal: Project Costs | 0 | | | | |
| Explain Other Costs *(include other costs over $500 needed to implement this service or project)* | | | | | |
| Shared Maintenance Fee | $5,000 | | | | |
| | | | | | |
| | | | | | |
| Subtotal: Other Costs | $5,000 | | | | |
| Grand Total: | $5,000 | | | | |

Shared Maintenance Fee (SMF): SMF is a fee that helps offset the cost of sourcing, transporting, warehousing, and distributing of millions of pounds of food per year. The SMF varies depending on the product but is never more than $.19 cents per pound. We are able to accomplish this by working with farmers, grocers, and distributors to acquire bulk loads of quality produce, for pennies on the dollar, as opposed to purchasing the same items, for what KPMG values at $1.72 per pound. By supporting Feeding South Florida, $1 can have five times the value.

The CDBG funding of $5,000 will be sufficient to cover the cost of three special distributions in Pompano Beach (at a cost of approximately $1,666 per distribution).

In-Kind Services: Feeding South Florida will support the cost of all other administrative and operational expenses incurred in relation to the delivery of the Program including Salaries and Wages, Employee Benefits, Office Supplies, and Occupancy Costs, etc.

# EXHIBIT E

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and

    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Pompano Beach.

SUBRECIPIENT

Fransisco Vélez

PRINT NAME OF CERTIFYING OFFICIAL

SIGNATURE OF CERTIFYING OFFICIAL

10/14/15

DATE

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to me and subscribed before me this 14th day of October, 2015.

Personally known to me

Or produced identification Notary Public—State of Florida

_____ My commission expires 6/18/2018
(Type of Identification)

_____
(Printed, typed or stamped commissioned name of notary public)

CAMILLE JORGE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF133784
Expires 6/18/2018

Meeting Date: October 27, 2015 Agenda Item 21

REQUESTED COMMISSION ACTION:

| X | Consent | | Ordinance | X | Resolution | | Consideration/ Discussion | | Presentation |
|---|---|---|---|---|---|---|---|---|---|

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MOTIVATED UNIFIED SOUND IMPACTING COMMUNITIES, INC. PROVIDING FOR THE FUNDING AND ADMINISTRATION OF CDBG FUNDS IN THE AMOUNT OF $5,000 AND PROVIDING AN EFFECTIVE DATE.

## Summary of Purpose and Why:

The Motivated Unified Sound Impacting Communities, Inc. ("MUSIC") program was approved as part of the CDBG Annual Action Plan by the City Commission for the FY 2015-2016 funding year. This project involves providing personnel, supplies and materials to implement MUSIC's cultural education programs in Pompano Beach.

(1) Origin of request for this action: Office of Housing and Urban Improvement
(2) Primary staff contact: Mark Korman/Miriam Carrillo, Director Ext. 4656
(3) Expiration of contract, if applicable: September 30, 2016
(4) Fiscal impact and source of funding: CDBG Funds in the amount of $5,000

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| OHUI | 10/15/15 | Approval | M. Korman for M. Carrillo |
| City Attorney | 10/15/15 | | |
| Finance | 10/15/15 | Approval | S. Tibble |

X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | | Resolution | | Consideration | |
|---|---|---|---|---|---|
| Workshop | | | | | |
| 1st Reading | | 1st Reading | | Results: | Results: |
| 2nd Reading | | | | | |

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MOTIVATED UNIFIED SOUND IMPACTING COMMUNITIES, INC. PROVIDING FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a SUBRECIPIENT Agreement between the City of Pompano Beach and Motivated Unified Sound Impacting Communities, Inc., Inc. providing for the Funding and Administration of Community Development Block Grant Projects, a copy of which Agreement is attached hereto and is incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Motivated Unified Sound Impacting Communities, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

City Of Pompano Beach
Approved / Received
OCT 15 2015
Office Of Housing And
Urban Improvement

# CITY OF POMPANO BEACH, FLORIDA
# COMMUNITY DEVELOPMENT BLOCK GRANT
# PUBLIC SERVICE PROGRAMS AGREEMENT

**THIS AGREEMENT** (hereinafter the "Agreement") is entered into this **_____day of _____, 2015**, between the City of Pompano Beach, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY") and **Motivated Unified Sound Impacting Communities, Inc.**, a Florida not for profit corporation (hereinafter referred to as the "SUBRECIPIENT").

| | |
|---|---|
| **FUNDING SOURCE:** | **Community Development Block Grant Funds** |
| **AMOUNT:** | **$5,000.00** |
| **TERM OF THE AGREEMENT:** | **October 1, 2015 - September 30, 2016** |
| **IDIS NUMBER (to be completed by the City):** | |
| **DUNS NUMBER:** | **024759769** |
| **CDFA NUMBER:** | **14.218** |

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

## ARTICLE I
## EXHIBITS AND DEFINITIONS

1.1 EXHIBITS. Attached hereto and forming a part of this Agreement are the following Exhibits:

| | |
|---|---|
| Exhibit A | Resolution Authorizing Execution of this Agreement |
| Exhibit B | Work Program |
| Exhibit C | Compensation and Budget Summary |
| Exhibit D | Certification Regarding Lobbying Form |
| Exhibit E | Certification Regarding Debarment, Suspension and other Responsibility Matters (Primary Covered Transactions Form). |
| Exhibit F | Crime Entity Affidavit |

1.2 DEFINED TERMS. As used herein the following terms shall mean:

| | |
|---|---|
| Act or 24 CFR 570 | Title I of the Housing and Community Development Act of 1974, as amended. |
| Agreement Records: | Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the SUBRECIPIENT or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys. |
| CDBG Program: | Community Development Block Grant Program. |
| CDBG Requirements: | The requirements contained in 24 CFR Part 570, Rule 9I of the Florida Administrative Code and as established by the City of Pompano Beach, Florida. |
| Department: | The City of Pompano Beach Office of Housing and Urban Improvement. |
| Federal Award: | Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement. |
| Low-and-Moderate Income Person: | A member of a low- or moderate-income family whose income is within specific income levels set forth by U.S. HUD. |
| U.S. HUD or HUD: | The United States Department of Housing and Urban Development. |

## ARTICLE II

## BASIC REQUIREMENTS

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY's execution of this Agreement:

2.1 The Work Program submitted by the SUBRECIPIENT to the CITY which shall become attached hereto as Exhibit B to this Agreement and shall include the following:

2.1.1 The description section shall detail the activities to be carried out by the SUBRECIPIENT. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG Funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.

2.1.2 The schedule of activities and measurable objectives plays an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the SUBRECIPIENT under this Agreement.

2.2 The Budget Summary attached hereto as Exhibit C, which shall include: completion of the SUBRECIPIENT'S Itemized Budget, Cost Allocation, Budget Narrative, Staff Salaries Schedule and a copy of all subcontracts.

2.3 A list of the SUBRECIPIENT'S present officers and members of the Board (names, addresses and telephone numbers).

2.4 A list of key staff persons (with their titles) who will carry out the Work Program.

2.5 Completion of an Authorized Representative Statement.

2.6 Completion of a Statement of Accounting System.

2.7 A copy of the SUBRECIPIENT'S corporate personnel policies and procedures.

2.8 Job description and resumes for all positions funded in whole or in part under this Agreement.

2.9 A letter accepting the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" and Lead Based Paint Regulations 24 CFR Part 35.

2.10 Copy of the SUBRECIPIENT'S last federal income tax return (IRS Form 990).

2.11 The following corporate documents:

(i) Bylaws, resolutions, and incumbency certificates for the SUBRECIPIENT, certified by the SUBRECIPIENT'S Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY.

2.12 ADA Certification.

2.13 Drug Free Certification.

2.14 All other documents reasonably required by the CITY.

## ARTICLE III

## TERMS AND PROCEDURES

3.1 CITY AUTHORIZATION:

For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided in this Agreement.

3.2 EFFECTIVE DATE AND TERM:

This Agreement shall begin upon the date of execution **and end on September 30, 2016**.

3.3 OBLIGATIONS OF SUBRECIPIENT:

The SUBRECIPIENT shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and as set forth by HUD and the CITY.

3.4 LEVEL OF SERVICE:

Should start-up time for the Work Program be required or in the event of the occurrence of any delays in the activities thereunder, the SUBRECIPIENT shall immediately notify the Department in writing, giving all pertinent details and indicating when the Work Program shall begin and/or continue. It is understood and agreed that the SUBRECIPIENT shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any activities funded through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

## ARTICLE IV

## CDBG FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 COMPENSATION

The amount of compensation payable by the City to the Project Sponsor shall be based on the rates, schedules and conditions described in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement."

4.2 INSURANCE:

At all times during the term hereof, the SUBRECIPIENT shall maintain insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the SUBRECIPIENT shall furnish to the CITY original certificates of insurance indicating that the SUBRECIPIENT is in compliance with the provisions of this Article. The insurance shall list CITY as an additional insured.

4.2.1 SUBRECIPIENT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. SUBRECIPIENT shall not commence work until the required insurance is in force and evidence of insurance acceptable to CITY has been provided to, and approved by, CITY. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, SUBRECIPIENT shall provide CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

4.2.2 Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: $ 1,000,000 Each Accident

$ 1,000,000 Disease -Policy Limit

$ 1,000,000 Disease -Each Employee

If applicable, SUBRECIPIENT may, alternatively, submit its signed acknowledgement on a form provided by CITY that it has fewer than four employees, has elected not to purchase Worker's Compensation insurance to cover those employees, and has posted notice(s) declaring the absence of Worker's Compensation Insurance coverage, as required by the State of Florida.

4.2.3 General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured -Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$ 300,000 General Aggregate

$ 200,000 Products/Completed Operations Aggregate

$ 200,000 Personal and Advertising Injury

$ 200,000 Each Occurrence

4.2.4 Automobile Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for automobile liability, SUBRECIPIENT shall procure Automobile Liability Insurance. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 300,000 Each Occurrence -Bodily Injury and Property/Damage Combined

4.2.5 Professional Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for sources of liability out of the rendering or failure to render those services, SUBRECIPIENT shall procure Professional Liability Insurance. Such insurance shall be on a form acceptable to CITY

and shall cover SUBRECIPIENT for those sources of liability arising out of the rendering or failure to render the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 300,000 Each Claim/Annual Aggregate

4.2.6 The insurance provided by SUBRECIPIENT shall apply on a primary basis. Any insurance, or self-insurance, maintained by the SUBRECIPIENT shall be excess of, and shall not contribute with, the insurance provided by SUBRECIPIENT. Except as otherwise specified, no deductible or self-insured retention is permitted.

4.2.7 Neither approval nor failure to disapprove insurance furnished by SUBRECIPIENT shall relieve SUBRECIPIENT from responsibility to provide insurance as required by this Agreement.

4.2.8 SUBRECIPIENT shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

4.2.9 SUBRECIPIENT'S failure to obtain, pays for, or maintains any required insurance shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, CITY may use the services of another SUBRECIPIENT or SUBRECIPIENTs, without CITY'S incurring any liability to SUBRECIPIENT.

4.3 FINANCIAL ACCOUNTABILITY:

The CITY reserves the right to audit the records of the SUBRECIPIENT at any time during the performance of this Agreement and for a period of three years after its expiration/termination. The SUBRECIPIENT agrees to provide all financial and other applicable records and documentation of services to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice which are found by the CITY, on the basis of such audit, not to constitute allowable expenditures. Any payments made to the SUBRECIPIENT are subject to reduction for overpayments on previously submitted invoices.

4.4 RECAPTURE OF FUNDS:

The CITY reserves the right to recapture funds in the event that the SUBRECIPIENT shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the direction of the federal, state and local agencies.

4.5 CONTINGENCY CLAUSE:

Funding pursuant to this Agreement is contingent on the availability of funds and continued authorization for CDBG Program activities, and is also subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or changes in regulations.

## ARTICLE V

## AUDIT

5.1 As a necessary part of this Agreement, the SUBRECIPIENT shall adhere to the following audit requirements:

5.1.1 If the SUBRECIPIENT expends $750,000 or more in the fiscal year it shall have a single audit or program specific audit conducted for that year. The audit shall be conducted in accordance with GAGAS and the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

The audit shall determine whether the financial statements are presented fairly in all material respects in conformity with generally accepted accounting principles.

In addition to the above requirements, the auditor shall perform procedures to obtain an understanding of internal controls and perform sufficient testing to ensure compliance with the procedures. Further the auditor shall determine whether the SUBRECIPIENT has complied with laws, regulations and the provisions of this Agreement.

A reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period. The reporting package will include the certified financial statements and schedule of expenditures of Federal Awards; a summary schedule of prior audit findings; the auditor's report and the corrective action plan. The auditor's report shall include:

a) an opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of

Federal Awards is presented fairly in all material respects in relation to the financial statements taken as a whole.

b) a report on internal controls related to the financial statements and major programs. This report shall describe the scope of testing of internal controls and the results of the test, and, where applicable, refer to the separate schedule of findings and questioned costs.

c) a report on compliance with laws, regulations, and the provisions of contracts and/or this Agreement, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion (or disclaimer of opinion) as to whether the SUBRECIPIENT complied with the laws, regulations, and the provisions of contracts and this Agreement which could have a direct and material effect on the program and, where applicable, refer to the separate schedule of findings and questioned costs.

d) a schedule of findings and questioned cost which shall include the requirements of the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

5.1.2 If the SUBRECIPIENT expends less than $750,000 in the fiscal year it is exempted from Federal audit requirements for that year and, consequently, the audit cost is not a reimbursable expense. The City, however, may request the SUBRECIPIENT to have a limited scope audit for monitoring purposes. These limited scope audits will be paid for and arranged by the City and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

All reports presented to the City shall, where applicable, include sufficient information to provide a proper perspective for judging the prevalence and consequences of the findings, such as whether an audit finding represents an isolated instance or a systemic problem. Where appropriate, instances identified shall be related to the universe and the number of cases examined and quantified in terms of dollar value.

## ARTICLE VI

## RECORDS AND REPORTS

6.1 The SUBRECIPIENT shall establish and maintain sufficient records to enable the CITY to determine whether the SUBRECIPIENT has met the requirements of the CDBG Program.

At a minimum, the following records shall be maintained by the SUBRECIPIENT:

6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical locus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Subrecipient shall comply with Florida's Public Records Law. Specifically, the Subrecipient shall:

Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Subrecipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

The failure of Subrecipient to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the SUBRECIPIENT may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of "low- and moderate-income person" and "low- and moderate-income household" as set forth in 24 CFR 570.3; or, the SUBRECIPIENT may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the SUBRECIPIENT may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be "low- and moderate-income persons" based upon HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

(i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.

(ii) For each activity determined to benefit low- and moderate-income persons based on the area served by the activity:

(a) The boundaries of the service area;

(b) The income characteristics of families and unrelated individuals in the service area; and

(c) If the percent of low- and moderate-income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii);

(iii) For each activity determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low- and moderate-income persons:

(a) Documentation establishing that the facility or service is designed for and used by senior citizens, disabled persons, battered spouses, abused children, the homeless, illiterate persons, or migrant farm workers, for which the regulations provide presumptive benefit to low- and moderate-income persons; or

(b) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low- and moderate-income persons; or

(c) Data showing the size and annual income of the household of each person receiving the benefit.

6.1.3 Equal Opportunity Records containing:

(i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

(ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

6.2.1 The Department shall have the authority to review the SUBRECIPIENT'S records, including Project and programmatic records and books of account, for a period of three (3) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the expiration of the Retention Period.

The SUBRECIPIENT shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided thereunder. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records.

The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY, federal personnel and any other personnel duly authorized by the CITY.

6.2.2 The SUBRECIPIENT shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall in its sole discretion determine when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement

6.2.3 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The SUBRECIPIENT shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The SUBRECIPIENT shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

6.3 PROVISION OF RECORDS:

6.3.1 At any time upon request by the Department, the SUBRECIPIENT shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the SUBRECIPIENT receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 MONITORING:

The SUBRECIPIENT shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the SUBRECIPIENT which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the SUBRECIPIENT. Following such inspection or interviews, the Department will deliver to the SUBRECIPIENT a report of its findings. The SUBRECIPIENT will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the SUBRECIPIENT'S justification is acceptable.

At the request of the CITY, the SUBRECIPIENT shall transmit to the CITY written statements of the SUBRECIPIENT's official policies on specified issues relating to the SUBRECIPIENT's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the SUBRECIPIENT shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received

by the CITY or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 RELATED PARTIES:

The SUBRECIPIENT shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party transaction. The term "related-party transaction" includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the SUBRECIPIENT is responsible for appointing memberships. The SUBRECIPIENT shall report this information to the Department upon forming the relationship, or if already formed, shall report such relationship prior to or simultaneously with the execution of this Agreement. Any supplemental information shall be promptly reported to the Department.

## ARTICLE VII

## OTHER CDBG PROGRAM REQUIREMENTS

7.1 The SUBRECIPIENT shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201.

7.2 The SUBRECIPIENT shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low and moderate-income persons.

7.3 The SUBRECIPIENT shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.

7.4 The SUBRECIPIENT shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the SUBRECIPIENT in adhering to the provisions of this Agreement. Representatives of the SUBRECIPIENT shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.

7.5 SUBRECIPIENT shall, to the greatest possible, give low-and-moderate-income residents of the service areas opportunities for training and employment.

7.6 NON-DISCRIMINATION:

The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status, sexual orientation or handicap in connection with the activities and/or the Work Program or its performance under this Agreement.

Furthermore, the SUBRECIPIENT agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status, sexual orientation or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.7 The SUBRECIPIENT shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).

7.8 The Subrecipient and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.

7.9 The SUBRECIPIENT shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010 incorporated herein as part of this Agreement.

7.10 UNIFORM ADMINISTRATIVE REQUIREMENTS. The SUBRECIPIENT shall comply with the requirements and standards of the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

7.11 RELIGIOUS ORGANIZATIONS/CONSTITUTIONAL PROHIBITION. If the SUBRECIPIENT is or was created by a religious organization, the SUBRECIPIENT agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j).

In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, as provided in 24 CFR Part 570.200(j). The SUBRECIPIENT shall comply with those requirements and prohibitions when entering into subcontracts.

7.12 REVERSION OF ASSETS. Upon expiration/termination of this Agreement, the SUBRECIPIENT must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.

7.13 ENFORCEMENT OF THIS AGREEMENT. Any violation of this Agreement that remains uncured thirty (30) days after the SUBRECIPIENT'S receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the SUBRECIPIENT materially fails to comply with the

terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 24 CFR Part 85.43, as set forth more fully below in Article IX of this Agreement.

7.14 The SUBRECIPIENT shall not assume the CITY's environmental responsibilities described at 24 CFR 570.604 of the CDBG Program regulations or the CITY's responsibility for initiating the review process under Executive Order 12372.

## ARTICLE VIII

## PROGRAM INCOME

8.1 Program income means gross income received by the SUBRECIPIENT which has been directly generated from the use of the CDBG Funds. When such income is generated by an activity that is only partially assisted with the CDBG Funds, the income shall be prorated to reflect the percentage of CDBG Funds used. Program income generated by CDBG funded activities shall be used only to undertake those activities specifically approved by the CITY on and for the Work Program. All provisions of this Agreement shall apply to such activities. Any program income on hand when this Agreement expires/terminates or received after such expiration/termination shall be paid to the CITY, as required by 24 CFR 570.503(b) (7) of the CDBG Program regulations.

The SUBRECIPIENT shall submit to the CITY monthly a Program Income Report and a Work Program Status Report. The Program Income Report shall identify CDBG activities in which income was derived and how income has been utilized.

8.2 REPAYMENTS. Any interest or other return on the investment of the CDBG Funds shall be remitted to the CITY on a monthly basis. Any CDBG Funds funded to the SUBRECIPIENT that do not meet the eligibility requirements, as applicable, must be repaid to the CITY.

## ARTICLE IX

## REMEDIES, SUSPENSION, TERMINATION

9.1 REMEDIES FOR NONCOMPLIANCE. The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the SUBRECIPIENT, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the SUBRECIPIENT an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the SUBRECIPIENT that any payment made in accordance with this Agreement to the SUBRECIPIENT shall be made only if the SUBRECIPIENT is not in default under the terms of this Agreement. If the SUBRECIPIENT is in default, the CITY shall not be obligated and shall not pay to the SUBRECIPIENT any sum whatsoever.

If the SUBRECIPIENT materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

9.1.1 Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT, or such more severe enforcement action as the CITY determines is necessary or appropriate.

9.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.

9.1.3 Wholly or partly suspend or terminate the current CDBG Funds awarded to the SUBRECIPIENT.

9.1.4 Withhold further CDBG grants and/or loans for the SUBRECIPIENT.

9.1.5 Take all such other remedies that may be legally available.

9.2 <u>SUSPENSION</u>:

9.2.1 The Department may, for reasonable cause temporarily suspend the SUBRECIPIENT'S operations and authority to obligate funds under this Agreement or withhold payments to the SUBRECIPIENT pending necessary corrective action by the SUBRECIPIENT, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:

(i) Ineffective or improper use of the CDBG Funds by the SUBRECIPIENT;

(ii) Failure by the SUBRECIPIENT to materially comply with any term or provision of this Agreement;

(iii) Failure by the SUBRECIPIENT to submit any documents required by this Agreement; or

(iv) The SUBRECIPIENT'S submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the SUBRECIPIENT'S authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the SUBRECIPIENT in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in person delivery with proof of delivery. The notification will include the reason(s) for such action, any conditions relating to the action taken, and the necessary corrective action(s).

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY'S funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four (24) hours prior notice in writing to the SUBRECIPIENT. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. In the event that the CITY'S funding source reduces the CITY'S entitlement under the CDBG Program, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the SUBRECIPIENT pursuant to this Agreement.

9.3.2 Termination for Breach.

The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion that the SUBRECIPIENT is not materially complying with any term or provision of this Agreement.

The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever of the SUBRECIPIENT to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.

9.3.3 Unless the SUBRECIPIENT'S breach is waived by the Department in writing, the Department may, by written notice to the SUBRECIPIENT, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

## ARTICLE X

## MISCELLANEOUS PROVISIONS

10.1 INDEMNIFICATION. The SUBRECIPIENT shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the SUBRECIPIENT'S activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the SUBRECIPIENT and/or any persons acting for or on its behalf, and from and against any relevant orders, judgments, or decrees which may be entered against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

10.2 AMENDMENTS. No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications shall be approved by the Department in writing.

10.3 OWNERSHIP OF DOCUMENTS. All documents developed by the SUBRECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the City. The SUBRECIPIENT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

It is further understood by and between the parties that any document which is given by the CITY to the SUBRECIPIENT pursuant to this Agreement shall at all times remain the property of the CITY and shall not be used by the SUBRECIPIENT for any other purpose whatsoever without the prior written consent of the CITY.

10.4 AWARD OF AGREEMENT. The SUBRECIPIENT warrants that is has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

10.5 NON-DELEGABILITY. The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY'S prior written consent which may be granted or withheld in the CITY'S sole discretion.

10.6 CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and enforced according to the laws of the State of Florida.

10.7 CONFLICT OF INTEREST.

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

SUBRECIPIENT is aware of the conflict of interest laws for any CDBG activities as per 24 CFR, Part 570.611, which states that anyone controlling or influencing any CDBG activities may not: (a) obtain personal or financial interest or benefits, including money, favors, gratuities, entertainment or anything of value that might be interpreted as conflict of interest; (b) obtain a direct or indirect interest in any contract, subcontract or agreement for any CDBG activity. This prohibition extends to contracts in which your spouse, minor child, dependent or business associate may have personal or financial interest.

This prohibition extends for a one-year period after you leave a position with a CDBG activity or project; (c) request for exceptions which may enhance the effectiveness of the CDBG project must be made in writing to the CITY and approved by HUD.

In addition, no board members, employees, or any GRANTEE representative may simultaneously serve on the CITY's Community Development Advisory Committee.

10.7.2 The SUBRECIPIENT is aware of the conflict of interest laws of the City of Pompano Beach and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement. The SUBRECIPIENT shall comply with the standards contained within the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

10.8 HATCH ACT. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

10.9 NO OBLIGATION TO RENEW. Upon expiration of the term of this Agreement, the SUBRECIPIENT agrees and understands that the CITY has no obligation to renew this Agreement.

10.10 ENTIRE AGREEMENT:

This instrument and its attachments constitute the only Agreement of the parties hereto relating to the CDBG Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

10.11 GENERAL CONDITIONS.

10.11.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in person delivery or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time, upon notice in writing. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY OF POMPANO BEACH

Miriam Carrillo, Director
Office of Housing and Urban Improvement
100 W. Atlantic Blvd., Suite 220
PO Box 1300
Pompano Beach, Florida 33061

SUBRECIPIENT

Ethel M. Robinson-Burns
Motivated Unified Sound Impacting Communities, Inc.
180 NW 15th Place
Pompano Beach, Florida 33060

10.11.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.11.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.

10.11.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.11.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the United States of America, State of Florida or the City of Pompano Beach, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.12 INDEPENDENT CONTRACTOR. THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.

10.13 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.14 SUBRECIPIENT CERTIFICATION. The SUBRECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with this Agreement and to provide such information as may be required by this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized on the date above written.

**"SUBRECIPIENT"**

**Motivated Unified Sound Impacting Communities, Inc., a Florida not-for-profit corporation**

Witnesses:

LISA-KAY SUTHERLAND
Printed Name

Lola Bramwell
Printed Name

By: Ethel M. Robinson-Burns
Signature

ETHEL M. ROBINSON-BURNS
Name Printed, Typed or Stamped

Title: PRESIDENT/CEO

(SEAL)

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 15 day of October, 2015 by Ethel Robinson-Burns as President of Motivated Unified Sound Impacting Com Inc, a Florida non-profit corporation, on behalf of the corporation. He/she is personally known to me or who has produced FL DL (type of identification) as identification.

NOTARY'S SEAL:

LOLA S. BRAMWELL
NOTARY
MY COMM. EXPIRES
JULY 25, 2016
NO. EE 219563
PUBLIC
STATE OF FLORIDA

NOTARY PUBLIC, STATE OF FLORIDA

Lola Bramwell
(Name of Acknowledger Typed, Printed or Stamped)

7/25/2016
Commission Number

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH
CITY MANAGER

Attest:

_____ (SEAL)
ASCELETA HAMMOND
CITY CLERK

Approved As To Form:

_____
MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

EXHIBIT A

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MOTIVATED UNIFIED SOUND IMPACTING COMMUNITIES, INC. PROVIDING FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a SUBRECIPIENT Agreement between the City of Pompano Beach and Motivated Unified Sound Impacting Communities, Inc., Inc. providing for the Funding and Administration of Community Development Block Grant Projects, a copy of which Agreement is attached hereto and is incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Motivated Unified Sound Impacting Communities, Inc.

**SECTION 3**. This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

# Exhibit B - Work Plan

**Exhibit B**

## MOTIVATED UNIFIED SOUND IMPACTING COMMUNITIES, INC.

# WORK PLAN

Afterschool Program Weekly Schedule

School Year 2015 - 2016

| Days | Times | Program Activities |
|---|---|---|
| Wednesdays | 3:00pm to 6:00pm | Homework Assistance, Mentoring<br>Music Theory Lessons (books used)<br>Music Lessons with Instruments |
| Thursdays | 3:00pm to 6:00pm | Homework Assistance, Mentoring<br>Music Theory Lessons (books used)<br>Music Lessons with Instruments |
| Fridays | 6:00pm to 8:00pm | Music Theory Lessons (books used)<br>Music Lessons with Instruments |

**Additional Activties:**

We also conduct quarterly workshops. Workshop schedule is: December of 2015, April of 2016 and August of 2016.

End of School Year Music Recital. Next Music Recital will be in May, 2016.

Summer Program (Summer Music Camp) Weekly Schedule

Summer 2016

| *Days* | *Times* | *Program Activities* |
|---|---|---|
| Mondays | 9:00am to 2:00pm | Mentoring<br>Music Theory Lessons (books used)<br>Music Lessons with Instruments |
| Tuesdays | 9:00am to 2:00pm | Mentoring<br>Music Theory Lessons (books used)<br>Music Lessons with Instruments |
| Wednesdays | 9:00am to 2:00pm | Mentoring<br>Music Theory Lessons (books used)<br>Music Lessons with Instruments |
| Thursdays | 9:00am to 2:00pm | Mentoring<br>Music Theory Lessons (books used)<br>Music Lessons with Instruments |

**Other Summer Activities:**

End of Summer Music Recital. Next Summer Recital will be in August, 2016.

# MOTIVATED UNIFIED SOUND IMPACTING COMMUNITIES, INC.

## KEY STAFF PERSONNEL

| | |
|---|---|
| Ethel M. Robinson-Burns | Mentor |
| Tara Gocul | Music Instructor /Mentor |
| Giovanni Roper | Music Instructor |
| Jeremy Hicks | Mentor |
| Kito Brent-Harris | Summer Instructor |
| Josue Aristyld | Music Instructor / Mentor |

# EXHIBIT C

## COMPENSATION AND BUDGET SUMMARY

## Motivated Unified Sound Impacting Communities, Inc.

A. **All payments shall be in the form of reimbursements for program services provided. SUBRECIPIENT will be paid according to the approved budget submitted to the CITY for the specific program. The budget determined for Motivated Unified Sound Impacting Communities, Inc. for the funding period beginning October 1, 2015 through September 30, 2016 is attached and hereby incorporated and made part of Exhibit C.**

The City shall pay Motivated Unified Sound Impacting Communities, Inc. (hereinafter referred to as the "SUBRECIPIENT") as maximum compensation for the services required pursuant to this Agreement the sum of **$5,000.00**.

B. During the term hereof and for a period of one (1) year following the date of the last payment made hereunder, the CITY shall have the right to review and audit the time records and related records of the SUBRECIPIENT pertaining to any payments by the CITY.

C. Requests for payment should be made at least on a monthly basis, by the 15th of the month. Reimbursement requests should be submitted to the City within thirty (30) calendar days after the indebtedness has been incurred on the reimbursement request form provided by the Office of Housing and Urban Improvement.

D. The SUBRECIPIENT must submit the final request for payment to the City within 30 calendars days following the expiration date or termination date of this Agreement on a form a provided by the Office of Housing and Urban Improvement. If the SUBRECIPIENT fails to comply with this requirement, the SUBRECIPIENT shall forfeit all rights to payment and the City shall not honor any request submitted thereafter.

E. Any payment due under this Agreement may be withheld pending the receipt and approval by the City of all reports due from the SUBRECIPIENT as a part of this Agreement and any modifications.

Ethel M. Robinson-Burns, President — 10-15-2015

Name and Title — Date

Exhibit C

# Music, Inc. - Operating Budget

2015 Budget : Summary by Program

| | FY15 -2016 | Summer | Total |
|---|---|---|---|
| **Revenue** | | | |
| Student Registration | 2,500 | 2,000 | 4,500 |
| Board Dues | 720 | - | 720 |
| Fundraisers and events | 4,000 | 900 | 4,900 |
| Donations | 3,500 | - | 3,500 |
| Grants | 5,000 | - | 5,000 |
| Total cash revenue | $ 15,720 | $ 2,900 | $ 18,620 |
| Total Revenue | **$ 15,720** | **$ 2,900** | **$ 18,620** |
| **Expenses** | | | |
| Staff salary | 3,500 | 2,880 | 6,380 |
| Occupancy (rent and utilities) | 6,000 | - | 6,000 |
| Program Insurance | 1,200 | - | 1,200 |
| Legal, accounting | 300 | - | 300 |
| Equipment - Instruments | 2,000 | - | 2,000 |
| Office Supplies | 300 | 200 | 500 |
| Printing and copying | 100 | 100 | 200 |
| Telecommunications-cell, AOL | 690 | - | 690 |
| Quickbooks | 156 | - | 156 |
| Travel and meetings | 1,500 | 1,000 | 2,500 |
| Marketing and advertising | 300 | 150 | 450 |
| Contract services - Storage | 630 | - | 630 |
| Legal, accounting | 300 | - | 300 |
| Teaching supplies - Music, accessories | 2,400 | - | 2,400 |
| Annual State Fees | 62 | - | 62 |
| Website Renewal | 118 | - | 118 |
| Integrascan | 50 | - | 50 |
| Other - T Shirts | 300 | 300 | 600 |
| Misc. expense buffer | 500 | 500 | 1,000 |
| Total Expenses | **20,406** | **5,130** | **25,536** |
| **Revenue over Expenses** | (4,686) | (2,230) | (6,916) |

# EXHIBIT D

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

### CERTIFICATION REGARDING LOBBYING
### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(1) This undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Motivated Unified Sound Impacting Communities, Inc.
SUBRECIPIENT

Ethel M. Robinson-Burns
PRINT NAME OF CERTIFYING OFFICIAL

Ethel M Robinson-Burns 10-15-2015
SIGNATURE OF CERTIFYING OFFICIAL DATE

* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over $100,000 (per OMB).

# EXHIBIT E

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and

    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Pompano Beach.

SUBRECIPIENT Motivated United Sound Impacting Communities, Inc.

Ethelin Robinson-Burns

PRINT NAME OF CERTIFYING OFFICIAL

Ethelin Robinson-Burns 10-15-2015

SIGNATURE OF CERTIFYING OFFICIAL DATE

# EXHIBIT F

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

## SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to COPB–OFFICE OF HOUSING and URBAN IMPROVEMENT

   By ETHEL M. ROBINSON-BURNS

   PRESIDENT / CEO

   (print this individual's name and title)

   for MOTIVATED UNIFIED SOUND IMPACTING COMMUNITIES, INC.

   (print name of entity submitting statements)

   whose business address is 180 NW 15th PLACE

   POMPANO BEACH, FLORIDA 33060

   and if applicable is Federal Employer Identification Number (FEIN) is 27-3474605

   If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Ethel M. Robinson-Burns
(Signature)

Sworn to me and subscribed before me this 15 day of October, 2015.

Personally known _____

Or produced identification

Notary Public—State of Florida

FL DL
(Type of Identification)

My commission expires 7/25/2016

Lola Bram
(Printed, typed or stamped commissioned name of notary public)

LOLA S. BRAMWELL
NOTARY PUBLIC
MY COMM. EXPIRES JULY 25, 2016
NO. EE 219563
STATE OF FLORIDA

Meeting Date: 10/27/2015 Agenda Item 22

REQUESTED COMMISSION ACTION:

x Consent ____ Ordinance ____ Resolution ____ Consideration/Discussion ____ Presentation

SHORT TITLE Approval to purchase Fertilizer, as needed for the Public Works Grounds Maintenance Division, per the Town of Davie Cooperative Bid B-15-81 from the awarded vendors John Deere Landscapes, Diamond R Fertilizer Co., Inc., Howard Fertilizer and Chemical Co. and Sunniland Fertilizer Corp. in the estimated total amount of $60,000.00.

## Summary of Purpose and Why:

The Town of Davie issued a bid to establish contracts for the purchase of fertilizer as lead agency for the Southeast Florida Governmental Purchasing Cooperative, on behalf of participating governmental agencies. Formal approval is required for the City to contract with the awarded vendors from the Town of Davie cooperative bid B-15-81 (vendors listed above.) The contract is valid through August 16, 2017. Based on estimated quantity of fertilizer to be purchased, and the unit prices submitted by the recommended Co-op low bidders, total expenditures for fertilizer over the life of the contract may total $60,000. City Commission approval of this contract award is requested.

(1) Origin of request for this action: Staff
(2) Primary staff contact: Robert A. McCaughan, Public Works Director 954 786-4097
(3) Expiration of contract, if applicable: August 16, 2017
(4) Fiscal impact and source of funding: As needed, from budgeted funds in account 001-3040-530.52-05, Operating Supplies / Chemicals / Horticultural

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Public Works | 10/16/15 | APPROVE | Robert McCaughan |
| General Services | 10/15/15 | APPROVE | [illegible] |
| Finance | 10/16/15 | Approval | R. Gibble |
| Budget | 10/19/15 | Approve | Diamondi for Ernesto Reyes |

X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | Resolution | Consideration | Workshop |
|---|---|---|---|
| 1st Reading | 1st Reading | Results: | Results: |
| 2nd Reading | | | |

# MEMORANDUM

Purchasing #16-006
October 15, 2015

To: Dennis W. Beach, City Manager

Through: Otis J. Thomas, General Services Director OT.

From: Cassandra LeMasurier, Purchasing Supervisor CL

Subject: Award Co-op Bid, "Fertilizer" Town of Davie Bid B-15-81

Contract Need/Background

The City of Pompano Beach Ground Maintenance Division uses fertilizer for landscaping maintenance and beautification throughout the City. Fertilizer is ordered on an as needed basis. The Town of Davie issued bid B-15-81 for "Fertilizer" as the lead agency for the Southeast Governmental Purchasing Cooperative, on behalf of (14) fourteen participating governmental agencies. This bid contains the combined estimated annual purchase requirements from all of the participating entities. The Town of Davie awarded the contract to the lowest bidders for each line item which include: John Deere Landscapes, Diamond R Fertilizer Co., Inc., Howard Fertilizer and Chemical Co., and Sunniland Fertilizer Corp. The contract is valid until August 16, 2017. This contract replaces the prior Cooperative contract B-13-50 which expired August 16, 2015.

Attached you will find copies of a memorandum from the Public Works Department and copies of the contract and bid documents from the Town of Davie.

Funding
Fertilizer will be ordered as needed, to be paid for from the Ground Maintenance Division account 001-3040-530.52-05 Operating Supplies / Chemicals / Horticultural. Based upon the FY2015 expenditures and anticipated FY2016 expenditures for fertilizer it is estimated the City will spend $30,000.00 per fiscal year on fertilizer. The estimated total expenditure over the life of the contract may be $60,000.00.

Award Recommendation

After a review of the Town of Davie bid results with the Public Works Department it is recommended that John Deere Landscapes, Diamond R Fertilizer Co., Inc., Howard Fertilizer and Chemical Co. and Sunniland Fertilizer Corp. be awarded a contract for the purchase of fertilizer, as needed, at the unit prices bid, based upon the Town of Davie bid B-15-81, through August 16, 2017.

Enclosures
cc: file

pompano beach
Florida's Warmest Welcome

# Memorandum

To: Otis Thomas, General Services Director

From: Hal Beard, Assistant Public Works Director

Cc: Robert McCaughan, Public Works Director

Subject: New Co-op Bid for Fertilizer

Date: October 15, 2015

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**Fertilizer for Landscaping:**

The Grounds Maintenance Division uses fertilizer for City wide landscaping maintenance and beatification. An example of the different types of fertilizer used would be for turf, palms, shrubs and trees.

**Procurement Background:**

The Town of Davie, as the lead agency for the Southeast Florida Governmental Purchasing Cooperative has a new contract Bid# B-15-81 effective August 17, 2015 for fertilizer. This contract is for two years and the Grounds Maintenance Division approximate annual expenditure for fertilizer is $30,000 for a two year total of $60,000 from account 001-3040-530-5205.

**Recommendation:**

Public Works Department recommends approving the purchase of fertilizer from the Southeastern Florida Governmental Purchasing Cooperative at an approximate annual cost of $30,000 for fertilizer.

Cc: Grounds Maintenance Supervisors

**Southeast Florida Governmental Purchasing Cooperative Group**

**CONTRACT AWARD**

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.



BID/RFP No. B-15-81

Description/Title: Fertilizer

Initial Contract Term: Start Date: 8/17/2015 End Date: 8/16/2017

Renewal Terms of the Contract: None (No. of Renewals) Renewal Options for n/a (Period of Time)

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

**SECTION #1** **VENDOR AWARD**

Vendor Name: John Deere Landscapes

Vendor Address: 1385 East 36 Street, Cleveland, OH 44114

Contact: Molly Vorous

Phone: 800-321-5325 ext. 2550 Fax: 248-581-1433

Cell/Pager: _____ Email Address: bids@johndeerelandscapes.com

Website: _____ FEIN: _____

**VENDOR AWARD**

Vendor Name: Diamond R Fertilizer Co., Inc.

Vendor Address: 4100 Glades Cutoff Road, Ft. Pierce, FL 34981

Contact: Thom Chester

Phone: 772-201-0099 Fax: 772-464-9308

Cell/Pager: _____ Email Address: thomchester@comcast.net

Website: _____ FEIN: _____

**VENDOR AWARD**

Vendor Name: Howard Fertilizer & Chemical Co.
Vendor Address: 8306 S. Orange Ave., Orlando, FL 32862
Contact: Dale Anderson
Phone: 954-444-7857 Fax: 954-893-9361
Cell/Pager: Email Address: danderson@howardfert.com
Website: FEIN:

**VENDOR AWARD**

Vendor Name: Sunniland Fertilizer Corp.
Vendor Address: P.O. Box 8001, Sanford, FL 32772
Contact: Erik Thor
Phone: 954-383-5638 Fax: 407-330-0122
Cell/Pager: Email Address: eriksusan@bellsouth.net
Website: FEIN:

**VENDOR AWARD**

Vendor Name:
Vendor Address:
Contact:
Phone: Fax:
Cell/Pager: Email Address:
Website: FEIN:

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**SECTION #2** **AWARD/BACKGROUND INFORMATION**

Award Date: July 29, 2015 Resolution/Agenda Item No.: R-2015-168
Insurance Required: Yes Yes No
Performance Bond Required: Yes No No

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**SECTION #3** **LEAD AGENCY**

Agency Name: Town of Davie
Agency Address: 6591 Orange Drive, Davie, FL 33314
Agency Contact: Angie Salinas Email asalinas@davie-fl.gov
Telephone: 954-797-1062 Fax: 954-797-1049

RESOLUTION NO. R-2015-168

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BIDS FOR FERTILIZER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is in need of fertilizer for various projects; and

WHEREAS, the Town, acting as lead agency for the Southeast Florida Cooperative Purchasing Group, solicited sealed bids for such fertilizer; and

WHEREAS, Town of Davie purchases will be limited to those products that do not include more than 5% phosphorus; and

WHEREAS, after review, the Town Council wishes to accept the bid from the lowest responsive and responsible bidder for each item.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council hereby accepts the bid from the lowest responsive and responsible bidder for each item for the supply of fertilizer in accordance with unit prices identified in Attachment "A".

SECTION 2. The Town Council hereby authorizes the expenditure from the operating budget of each using department.

SECTION 3. The initial contract term is two (2) years.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 29th DAY OF July, 2015.

Judy Paul
MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS 29th DAY OF July, 2015.

Attachment "A"

# MEMORANDUM

## Department of Budget and Finance

To: Bid Specification Committee

From: Herb Hyman, CPPB, FCPM, FCPA, Procurement Manager

Through: William Ackerman, Budget and Finance Director

Subject: Fertilizer

Date: June 18, 2015

This is a Southeast Florida Governmental Co-operative Purchasing Group bid with the Town of Davie acting as lead agency. The technical requirements of this bid were reviewed by a committee of Parks and Recreation personnel headed by Deanna McAtamney, City of Ft. Lauderdale.

After reviewing the bids submitted and the recommendations from the Parks and Recreation committee for the above referenced subject, it is my recommendation that the bid be awarded to the lowest responsive bidder for each item as identified below.

**Item 1** 6-2-0 The product offered by Diamond R Fertilizer is 5-3-0 is considered to be equivalent to the product specified.
**Recommendation** - Bulk (1 ton and greater) – Diamond R Fertilizer -.114/lb.
Less than 1 ton – Diamond R - .114/lb.

**Item 2** 24-2-11 . The product offered by Sunniland and Howard Fertilizer is the specified product.
**Recommendation** - Bulk – Sunniland - .312/lb.
Less than 1 ton – Howard Fertilizer - .353/lb.

**Item 3** 15-2-15 The product offered by Sunniland is the specified product. The product offered by John Deere Landscapes 15-0-15 is considered to be equivalent to the product specified.
**Recommendation** - Bulk – Sunniland - .35/lb.
Less than 1 ton – John Deere Landscapes - .402/lb.

**Item 4** 15-0-15 The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk – Sunniland - .31/lb.
Less than 1 ton – John Deere Landscapes - .311/lb.

**Item 5** 21-0-0 The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk – Sunniland - .22/lb.
Less than 1 ton – Diamond R-.258/lb.

**Item 6** 21-0-0 (Greens Grade) The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk – Sunniland - .18/lb.
Less than 1 ton – John Deere Landscapes-.264/lb.

**Item 7** 0-0-50-17s The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk – Sunniland - .48/lb.
Less than 1 ton – John Deere Landscapes - .50/lb.

**Item 8** 0-0-21 The product offered by Diamond R is 0-0-22 and is considered to be equivalent to the product specified.
**Recommendation** - Bulk-Diamond R - .341/lb.
Less than 1 ton-Diamond R - .349/lb

**Item 9** 0-0-21 (Greens Grade) The product offered by Diamond R is 0-0-22 and is considered to be equivalent to the product specified.
**Recommendation** - Bulk-Diamond R Fertilizer - .354/lb.
Less than 1 ton-Diamond R Fertilizer - .358/lb

**Item 10** Liquid Micronutrients- The lowest responsive bidder meets all the requirements of the specification.
**Recommendation** - 2 ½ gal container – Howard Fertilizer - $8.22/gal.
55 gal. drum – Howard Fertilizer - $7.08/gal.

**Item 11** 13-3-13 The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk-Sunniland - .424/lb.
Less than 1 ton-John Deere Landscapes - .42/lb.

**Item 12** 8-2-12 The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk – Sunniland- .395/lb.
Less than 1 ton – Howard Fertilizer- .43/lb.

**Item 13** Techmangam The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk-Sunniland - .636/lb.
Less than 1 ton-Howard Fertilizer - .725/lb.

**Item 14** 20-0-10 The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk-Sunniland – .334/lb.
Less than 1 ton-Howard Fertilizer – .372/lb.

**Item 15** 20-2-10 The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk Sunniland - .292/lb.
Less than 1 ton – Howard Fertilizer - .347/lb.

**Item 16** 9-2-24 The product offered by John Deere Landscapes 9-0-24 is considered to be equivalent to the product specified. The product offered by Sunniland is the specified product.
**Recommendation** - Bulk-Sunniland - .371/lb.
Less than 1 ton-John Deere Landscapes- .41/lb.

**Item 17** 15-0-22 The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk-Sunniland- .364/lb.
Less than 1 ton-Howard Fertilizer - .393/lb.

**Item 18** 16-2-8 The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk-Sunniland - .249/lb.
Less than 1 ton-Diamond R - .299/lb.

**Item 19** 18-24-12 The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk-Sunniland - .306/lb.
Less than 1 ton-Howard Fertilizer- .402/lb.

**Item 20** 20-20-20 The lowest responsive bidder meets all the requirements of the specification
**Recommendation** - Bulk-Howard Fertilizer – .986/lb.
Less than 1 ton-Howard Fertilizer – .986/lb.

**Item 21** 14-14-14 The lowest responsive bidders meet all the requirements of the specification
**Recommendation** - Bulk-Diamond R Fertilizer - .47/lb.
Less than 1 ton-Howard Fertilizer- .615/lb.

**Item 22** 19-0-19 with Pre-M. The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk-Howard Fertilizer - .584/lb.
Less than 1 ton-John Deere Landscapes - .56/lb.

**Items 23** 24-2-11 Talstar. The product offered by John Deere Landscapes 24-0-11 is considered to be equivalent to the product specified. The product offered by Sunniland is the specified product.
**Recommendation** - Bulk-Sunniland - .377/lb.
Less than 1 ton-John Deere Landscapes - .412/lb

**Items 24** 24-2-11 Talstar Granular. The product offered by John Deere Landscapes 18-0-10 is considered to be equivalent to the product specified. The product offered by Sunniland is the specified product.
**Recommendation** - Bulk-Sunniland - .36/lb.
Less than 1 ton-John Deere Landscapes - .39/lb

**Items 25** 22-2-11 Atrazine. The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk-Sunniland - .309/lb.
Less than 1 ton-Howard Fertilizer- .398/lb

**Items 26** High Manganese Combo. The lowest responsive bidder meets all the requirements of the specification.
**Recommendation** - Bulk-John Deere Landscapes - $6.84/gal.

**Items 27** 13-2-13. The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk-Sunniland - .369/lb.
Less than 1 ton-Howard Fertilizer - .408/lb

**Items 28** 14-2-14. The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk-Sunniland - .341/lb.
Less than 1 ton-Howard Fertilizer - .372/lb

**Items 29** 14-2-14 (Greens Grade). The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk-Sunniland - .48/lb.
Less than 1 ton-Howard Fertilizer - .549/lb

**Items 30** 24-0-11. The lowest responsive bidder meets all the requirements of the specification.
**Recommendation** - Bulk-Howard Fertilizer - .315/lb.
Less than 1 ton-Howard Fertilizer - .315/lb

**Items 31** Superthrive. The lowest responsive bidder meets all the requirements of the specification.
**Recommendation** - Less than 1 ton-Diamond R -$116.00/gal.

**Items 32** 21-0-7 The lowest responsive bidders meet all the requirements of the specification.

**Recommendation** - Bulk-Sunniland - .33/lb.
Less than 1 ton-Howard Fertilizer - .419/lb

| | A | B | C | D | E |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | FERTILIZER | | |
| 3 | | | | | |
| 4 | | JOHN | HOWARD | SUNNILAND | DIAMOND |
| 5 | | DEERE | FERTILIZER | CORPORATION | R |
| 6 | | | | | |
| 7 | 6-2-0 (BULK) | | .2568/lb | | .114/lb |
| 8 | 6-2-0 | .192/lb | .2568/lb | .199/lb | .114/lb |
| 9 | 24-2-11 (BULK) | | .353/lb | 0312/lb | .394/lb |
| 10 | 24-2-11 | .41/lb | .353/lb | | .43/lb |
| 11 | 15-2-15 (BULK) | | .407/lb | .35/lb | .419/lb |
| 12 | 15-2-15 | .402/lb | .407/lb | | .45/lb |
| 13 | 15-0-15 (BULK) | | .408/lb | .31/lb | |
| 14 | 15-0-15 | .311/lb | .408/lb | | |
| 15 | 21-0-0 (BULK) | | | .22/lb | .258/lb |
| 16 | 21-0-0 | .32/lb | .262/lb | | .258/lb |
| 17 | 21-0-0 (GREENS GRADE-BULK) | | | .18/lb | .298/lb |
| 18 | 21-0-0 (GREENS GRADE-NON-BULK) | .264/lb | .389/lb | | .298/lb |
| 19 | 0-0-52-17s (TURF GRADE-BULK) | | .544/lb | .48/lb | .59/lb |
| 20 | 0-0-52-17s (TURF GRADE) | .50/lb | .544/lb | | |
| 21 | 0-0-21 (BULK) | | | .41/lb | .341/lb |
| 22 | 0-0-21 | .35/lb | | | .349/lb |
| 23 | 0-0-21 (GREENS GRADE-BULK) | | | .37/lb | .354/lb |
| 24 | 0-0-21 (GREENS GRADE-NON-BULK) | .43/lb | | | .358/lb |
| 25 | LIQ. MICRO -2 1/2 GAL | 17.09/gal | 8.22/gal | | |
| 26 | LIQ. MICRO -55 GAL | 299.41/gal | 7.08/gal | | |
| 27 | 13-3-13 (BULK) | | .488/lb | .424/lb | .45/lb |
| 28 | 13-3-13 | .42/lb | .488/lb | | .49/lb |
| 29 | 8-2-12 (BULK) | | .430/lb | .395/lb | .481/lb |
| 30 | 8-2-12 | .56/lb | .430/lb | | .481/lb |
| 31 | TECHMANGAM (BULK) | | .725/lb | .636/lb | .72/lb |
| 32 | TECHMANGAM | .79/lb | .725/lb | | .73/lb |
| 33 | 20-0-10 (BULK) | | .372/lb | .334/lb | .387/lb |
| 34 | 20-0-10 | | .372/lb | | .40/lb |
| 35 | 20-2-10 (BULK) | | .347/lb | .292/lb | .352/lb |
| 36 | 20-2-10 | .35/lb | .347/lb | | .352/lb |
| 37 | 9-2-24 (BULK) | | .417/lb | .37/lb | .432/lb |
| 38 | 9-2-24 | .41/lb | .417/lb | | .46/lb |
| 39 | 15-0-22 (BULK) | | .393/lb | .364/lb | .374/lb |
| 40 | 15-0-22 | .411/lb | .393/lb | | .395/lb |
| 41 | | | | | |

| | A | B | C | D | E |
|---|---|---|---|---|---|
| 42 | | | | | |
| 43 | | | | | |
| 44 | | | | | |
| 45 | | | | | |
| 46 | | JOHN | HOWARD | SUNNILND | DAIMOND |
| 47 | | DEERE | FERTILIZER | CORPORATION | R |
| 48 | | | | | |
| 49 | 16-2-8 (BULK) | | .315/lb | .249/lb | .299/lb |
| 50 | 16-2-8 | .30/lb | .315/lb | | .299/lb |
| 51 | 18-24-12 (BULK) | | .402/lb | .306/lb | .39/lb |
| 52 | 18-24-12 | .42/lb | .402/lb | | .42/lb |
| 53 | 20-20-20 (BULK) | | .986/lb | | 1.07/lb |
| 54 | 20-20-20 | 1.32/lb | .986/lb | | 1.07/lb |
| 55 | 14-14-14 (BULK) | | .615/lb | | .47/lb |
| 56 | 14-14-14 | .66/lb | .615/lb | | .90/lb |
| 57 | 19-0-19 W/PRE-M(BULK) | | .584/lb | | .724/lb |
| 58 | 19-0-19 W/PRE-M | .56/lb | .584/lb | | .724/lb |
| 59 | 24-2-11 TALSTAR(BULK) | | .425/lb | .377/lb | .48/lb |
| 60 | 24-2-11 TALSTAR | .412/lb | .425/lb | | .52/lb |
| 61 | 24-2-11 TALSTAR GRAN. (BULK) | | .426/lb | .36/lb | |
| 62 | 24-2-11 TALSTAR GRAN. | .39/lb | .426/lb | | |
| 63 | 22-2-11 ATRAZINE (BULK) | | .398/lb | .309/lb | |
| 64 | 22-2-11 ATRAZINE | .47/lb | .398/lb | | |
| 65 | HIGH MANGANESE COMBO | 6.84/gal | 8.22/gal | | |
| 66 | 13-2-13 (BULK) | | .408/lb | .369/lb | .418/lb |
| 67 | 13-2-13 | .77/lb | .408/lb | | .45/lb |
| 68 | 14-2-14 (BULK) | | .372/lb | .341/lb | .39/lb |
| 69 | 14-2-14 | .65/lb | .372/lb | | .42/lb |
| 70 | 14-2-14 (GREENS GRADE-BULK) | | .549/lb | .48/lb | .555/lb |
| 71 | 14-2-14 (GREENS GRADE-NON-BULK) | .65/lb | .549/lb | | .59/lb |
| 72 | 24-0-11 (BULK) | | .315/lb | .321/lb | .395/lb |
| 73 | 24-0-11 | .38/lb | .315/lb | | .40/lb |
| 74 | SUPERTHRIVE | | | | 116.00/gal |
| 75 | 21-0-7 (BULK) | | .419/lb | .33/lb | |
| 76 | 21-0-7 | .45/lb | .419/lb | | |

## Herb Hyman

**From:** Deanna McAtamney [DMcAtamney@fortlauderdale.gov]
**Sent:** Monday, June 15, 2015 9:44 AM
**To:** Herb Hyman
**Cc:** AnnDebra Diaz; Barry Sageman
**Subject:** RE: Fertilizer Bid (co-op)

I have looked at all and we can move forward to award.

---

**From:** Herb Hyman [mailto:Herb_Hyman@davie-fl.gov]
**Sent:** Friday, June 12, 2015 1:53 PM
**To:** Deanna McAtamney
**Cc:** AnnDebra Diaz; Barry Sageman
**Subject:** Fertilizer Bid (co-op)

Hi Dee,
Hope all is well with you. Attached are all the bids we received and my bid tabulation. I highlighted all the low bids from a commercial standpoint. Please review the technical side and tell me if we have to disqualify anyone for not meeting spec or if we can move forward with an award to the low bidder for each item. Thanks.

Herb Hyman, CPPO, CPPB, FCPM, FCPA, FCCN

# TOWN OF DAVIE
# PROCUREMENT AUTHORIZATION FORM

SENT TO RICK 4/23/15

## PROCUREMENT AUTHORIZATION FORM

**ITEM DESCRIPTION (include what the item is used for, reason for bidding, expiration date of existing contract, etc.)**

FERTILIZER - THE TOWN IS LEAD AGENCY FOR THE SE FLORIDA CO-OP PURCHASING GROUP FOR THIS COMMODITY. THIS IS A CONTRACT THAT WILL BE USED ON AN AS NEEDED BASIS

METHOD OF PROCUREMENT (mark the one that applies)

☒ Open Competitive Bidding ☐ Sole Source ☐ Single Source ☐ Co-Op Bid Number _____

☐ Piggyback on Contract Number (including name of entity) _____

☐ Request for Proposal/Qualification ☐ Reverse Bid

ACCOUNT NUMBER USING DEPT. ~~OPERATING BUDGET~~ APPROXIMATE COST DEPENDENT ON NEED

Signed and Date: Carol Munkle
Department Director

**TOWN ADMINISTRATOR AND BUDGET/FINANCE DEPT. USE ONLY. DO NOT WRITE BELOW THIS LINE.**

Procurement Person Submitted to Town Administrator: KIA AS NOTED ABOVE Signature and Date: 4/27/15
Procurement Manager

Approved as to Availability of Funds: Signature and Date: Carol Munkle
Budget/Finance Officer or designee

Signature and Date by Town Administrator:

**BIDS SUBMITTED**

| Vendor | Cost/Ranking |
|---|---|
| JOHN DEERE LANDSCAPES | SEE ATTACHED BID TABULATION |
| DIAMOND R. FERTILIZER | |
| HOWARD FERTILIZER | |
| SUNNILAND CORPORATION | |

Signed _____
Procurement Manager

STAFF RECOMMENDATION/COMMENTS

LOWEST BIDDER FOR EACH PRODUCT — PER ATTACHED BID TABULATION

Vendor — Cost

BID OPENING REPORT

BID NAME: Fertilizer

TIME: 2:07pm

BID NUMBER: B-15-81

DATE: 6·11·15

ESTIMATED COST: _____

| NO. | CONTRACTOR'S NAME | BID AMOUNT | COMMERCIAL RANKING |
|---|---|---|---|
| 1. | John Deere Land | See Attached Bid Tabulation | |
| 2. | Diamond R Fert. | | |
| 3. | Howard Fertilizer | | |
| 4. | Sunniland Fertilizer | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

REMARKS

SPECS SENT TO ELEVEN (11) PROSPECTIVE BIDDERS
TOWN REC'D FOUR (4) BIDS

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL: [signature] DATE: 6/11/15

WITNESS: Angela Saldias DATE: 6·11·15

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
John Deere Landscapes

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
1385 East 36th Street

Requester's name and address (optional)

City, state, and ZIP code
Cleveland, OH 44114

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
36 - 4485550

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ [signature] Date ▶ 06-10-15

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# Town of Davie
# Vendor/Bidder Disclosure

I, Molly Vorous, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: John Deere Landscapes -Bids Dept.

Address: 1385 East 36th Street
Cleveland, Ohio 44114

FEIN 36-4485550

State and date of incorporation Delaware, 05/11/01

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| Full Legal Name | Address | Ownership |
|---|---|---|
| | | % |
| | | % |
| | | % |
| | | % |

*Please see attached list of local branches.

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name Address

_____

_____

_____

_____

By: Molly M. Vorous Date: 06-10-15

Signature of Affiant

Molly Vorous

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 10th day of June 2015, by Molly Vorous, he/she is personally known to me or has presented _____ as identification.

Rosalin Santiago

Notary Public, ~~State of Florida at Large~~ State of Ohio

ROSALIN SANTIAGO
Notary Public - State of Ohio
Recorded in Cuyahoga County
My Commission Expires 12-25-19

Print or Stamp Name of Notary

_____

Serial Number

My Commission Expires : 12-25-19

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

# Detail by Entity Name

## Foreign Limited Liability Company

JOHN DEERE LANDSCAPES LLC

## Filing Information

| | |
|---|---|
| **Document Number** | M13000007176 |
| **FEI/EIN Number** | 36-4485550 |
| **Date Filed** | 11/07/2013 |
| **State** | DE |
| **Status** | ACTIVE |
| **Last Event** | LC AMENDMENT |
| **Event Date Filed** | 11/19/2014 |
| **Event Effective Date** | NONE |

## Principal Address

1060 Windard Ridge Pkwy
Ste. 170
Alpharetta, GA 30005

Changed: 04/16/2015

## Mailing Address

1060 Windard Ridge Pkwy
Ste. 170
Alpharetta, GA 30005

Changed: 04/16/2015

## Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

## Authorized Person(s) Detail

**Name & Address**

Title Manager

JDA Holding LLC
1060 Windard Ridge Pkwy
Ste. 170
Alpharetta, GA 30005

## Annual Reports

| Report Year | Filed Date |
|---|---|
| 2014 | 06/12/2014 |
| 2015 | 04/16/2015 |

## Document Images

| | |
|---|---|
| 04/16/2015 -- ANNUAL REPORT | View image in PDF format |
| 11/19/2014 -- LC Amendment | View image in PDF format |
| 06/12/2014 -- ANNUAL REPORT | View image in PDF format |
| 11/07/2013 -- Foreign Limited | View image in PDF format |

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State of Florida, Department of State

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
**Diamond R Fertilizer Co., Inc**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
**4100 Glades Cutoff Road**

Requester's name and address (optional)

City, state, and ZIP code
**Ft. Pierce, FL 34981**

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
☐☐☐ – ☐☐ – ☐☐☐☐

**Employer identification number**
59 ☐ – 0593514 ☐☐☐☐

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ [signature] Date ▶ 6-9-15

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# Town of Davie
# Vendor/Bidder Disclosure

I, Thom Chester, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

| | |
|---|---|
| Name of Individual, Firm, or Organization: | Diamond R Fertilizer Co., Inc. |
| Address: | 4100 Glades Cutoff Road |
| | Fort Pierce, FL 34981 |
| FEIN | 59-0593514 |
| State and date of incorporation | Florida 07-1943 |

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| Full Legal Name | Address | Ownership |
|---|---|---|
| See attached | | % |
| | | % |
| | | % |
| | | % |

Diamond R Fertilizer Co., Inc.
4100 Glades Cut-off Road
Fort Pierce, FL 34981
FEIN: 59-0593514

| Name | Title/position | Address | City | State | Zip | > than 5% owner? |
|---|---|---|---|---|---|---|
| John Minton | Chairman | PO Box 670 | Fort Pierce | FL | 34950 | yes |
| Bert Roper | Vice Chairman | PO Box 218 | Winter Garden | FL | 34777 | yes |
| Wayne Carlton | Director | 3782 McCarty Road | Fort Pierce | FL | 34945 | yes |
| Roy Childs | Director | 2715 S. Indian River Drive | Fort Pierce | FL | 34950 | yes |
| Jim Russakis | Director | 8801 Indrio Road | Fort Pierce | FL | 34951 | no |
| Cal Streetmen | Director | PO Box 1904 | Vero Beach | FL | 32960 | no |
| Steve Cassens | Treasurer | PO Box 593 | Fort Pierce | FL | 34954 | no |
| Ken Scott | Secretary | PO Box 576 | Fort Pierce | FL | 34954 | yes |
| Wes Williamson | Director | PO Box 248 | Okeechobee | FL | 34973 | no |
| Mike Hudson | President/CEO | 18203 Bridle Way | Port St Lucie | FL | 34987 | no |
| Tracy Kay | Vice-President | 1542 SW Lexington Drive | Port St Lucie | FL | 34953 | no |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name Address

_____

_____

_____

_____

By:_____ Date:_____

Signature of Affiant

_____

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 11 day of June 2015, by Thom Chester, he/she is personally known to me or has presented _____ as identification.

Edna H. Vachon

Notary Public, State of Florida at Large

Edna H. Vachon

Print or Stamp of Notary

FF117626

Serial Number

My Commission Expires : 4/29/18

EDNA H. VACHON
MY COMMISSION EXPIRES
April 29, 2018
#FF 117626
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

# Detail by Entity Name

## Florida Profit Corporation

DIAMOND R FERTILIZER CO., INC.

## Filing Information

| | |
|---|---|
| **Document Number** | 142303 |
| **FEI/EIN Number** | 590593514 |
| **Date Filed** | 07/12/1943 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | AMENDMENT |
| **Event Date Filed** | 09/01/2010 |
| **Event Effective Date** | NONE |

## Principal Address

4100 GLADES CUT-OFF ROAD
FT. PIERCE, FL 34981

Changed: 04/14/2011

## Mailing Address

4100 GLADES CUT-OFF ROAD
FT. PIERCE, FL 34981-4711

Changed: 03/13/2008

## Registered Agent Name & Address

HUDSON, Michael
4100 GLADES CUT-OFF ROAD
FT PIERCE, FL 34981

Name Changed: 04/21/2014

Address Changed: 03/13/2008

## Officer/Director Detail

**Name & Address**

Title S

SCOTT, KEN

PO BOX 2457
FORT PIERCE, FL 34954

Title P

HUDSON, Michael
4100 GLADES CUT-OFF ROAD
FORT PIERCE, FL 34981

Title C

MINTON, JOHN
P O BOX 670
FORT PIERCE, FL 34954

Title T

CASSENS, STEVE
P.O. BOX 770218
FT. PIERCE, FL 34954

Title V, CFO

KAY, TRACY
4100 GLADES CUT-OFF RD.
FT. PIERCE, FL 34981

## Annual Reports

| Report Year | Filed Date |
|---|---|
| 2013 | 04/15/2013 |
| 2014 | 04/21/2014 |
| 2015 | 04/28/2015 |

## Document Images

| | |
|---|---|
| 04/28/2015 -- ANNUAL REPORT | View image in PDF format |
| 04/21/2014 -- ANNUAL REPORT | View image in PDF format |
| 04/15/2013 -- ANNUAL REPORT | View image in PDF format |
| 04/11/2012 -- ANNUAL REPORT | View image in PDF format |
| 04/14/2011 -- ANNUAL REPORT | View image in PDF format |
| 09/01/2010 -- Amendment | View image in PDF format |
| 04/12/2010 -- ANNUAL REPORT | View image in PDF format |
| 04/14/2009 -- ANNUAL REPORT | View image in PDF format |
| 03/13/2008 -- ANNUAL REPORT | View image in PDF format |
| 03/19/2007 -- ANNUAL REPORT | View image in PDF format |
| 02/27/2006 -- ANNUAL REPORT | View image in PDF format |
| 10/14/2005 -- Amendment | |

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Howard Fertilizer & Chemical Co Inc

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
8306 S. Orange Ave

Requester's name and address (optional)

City, state, and ZIP code
Orlando, FL 32809

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
☐☐☐ - ☐☐ - ☐☐☐☐

**Employer identification number**
5 9 - 0 7 8 8 1 3 1

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person ▶ Sarah Goodwin Date ▶ 6/11/15

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Client#: 140597 7 131HOWARFER

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/03/2015

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 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
BB&T-J. Rolfe Davis Insurance
PO Box 4927
Orlando, FL 32802-4927
407 691-9600

CONTACT NAME:
PHONE (A/C, No, Ext): 407 691-9600 FAX (A/C, No): 888-635-4183
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: AIG Specialty Insurance Company | 26883 |
| INSURER B: Commerce & Industry Insurance C | 19410 |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Howard Fertilizer & Chemical Company Inc
PO Box 628202
Orlando, FL 32862-8202

COVERAGES CERTIFICATE NUMBER: 15/16 BAIBWSPNCVENMG REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | | X | EG1230843 | 02/01/2015 | 03/31/2016 | EACH OCCURRENCE | $1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $300,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $25,000 |
| | X BI/PD Ded:$25,000 | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | X Pollution-Clms Made | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | X | CA5677821 | 02/01/2015 | 03/31/2016 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS / X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | EGU1230872 | 02/01/2015 | 03/31/2016 | EACH OCCURRENCE | $10,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $10,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | X | WC035808759 | 11/22/2014 | 11/22/2015 | X WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |

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

Additional Insured status is granted with respect to General Liability if required by written contract or agreement per Commercial General Liability & Pollution Legal Liability Coverage Form #103124 (11/13); with respects to General Liability Additional Insured Primary & Non-Contributory-Owners, Lessees or Contractors Endorsement-Your Work Form #103393 (10/09); Additional Insured Vendors Endorsement Primary & Non Contributory Form #103388 (10/09); Additional Insured - Managers or Lessors of Premises Endorsement Form (See Attached Descriptions)

CERTIFICATE HOLDER

Proof of Insurance
FOR INFORMATIONAL PURPOSES ONLY
-, XX

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jeffrey L. Johnson

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# Town of Davie
# Vendor/Bidder Disclosure

I, Dale Anderson, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Howard Fertilizer Chemical Co.

Address: 8306 S. Orange Ave
Orlando, Fl. 32862

FEIN 59-0788131

State and date of incorporation Florida December 27, 1956

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| Full Legal Name | Address | Ownership |
|---|---|---|
| Robert M. Howard Jr. | Same as above | 100 % |
| | | % |
| | | % |
| | | % |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

| Full Legal Name | Address |
|---|---|
| None | |
| | |
| | |
| | |

By: _____ Date: 6/11/15

Signature of Affiant

Dale Anderson

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 11 day of June 2015, by Dale W. Anderson, he/she is personally known to me or has presented FL DL as identification.

_____

Notary Public, State of Florida at Large

Raphael Lopez

Print or Stamp of Notary

Raphael Lopez
State of Florida
MY COMMISSION # FF 220169
Expires: May 1, 2019

FF 220169

Serial Number

My Commission Expires: May 1, 2019

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

# Detail by Entity Name

## Florida Profit Corporation

HOWARD FERTILIZER & CHEMICAL COMPANY, INC.

## Filing Information

| | |
|---|---|
| **Document Number** | 198590 |
| **FEI/EIN Number** | 590788131 |
| **Date Filed** | 12/27/1956 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | AMENDMENT |
| **Event Date Filed** | 01/05/2011 |
| **Event Effective Date** | NONE |

## Principal Address

8306 S ORANGE AVE
ORLANDO, FL 32809

Changed: 09/10/2002

## Mailing Address

P O BOX 628202
ORLANDO, FL 32862-8202

Changed: 09/10/2002

## Registered Agent Name & Address

HOWARD JR,ROBERT M
8306 S ORANGE AVE
ORLANDO, FL 32809

Address Changed: 06/15/2010

## Officer/Director Detail

**Name & Address**

Title DCS

HOWARD JR,ROBERT M
5554 JESSAMINE LANE
ORLANDO, FL

Title V

PALMER, CHARLES
28971 KIRANICOLA CT.
BONITA SPRINGS, FL 34135

Title T

GRABHORN, DANIEL D.
6516 THE LANDINGS DR
ORLANDO, FL 32812

Title P

HOWARD JR., ROBERT M.
5554 JESSAMINE LANE
ORLANDO, FL

## Annual Reports

| Report Year | Filed Date |
|---|---|
| 2013 | 01/07/2013 |
| 2014 | 01/08/2014 |
| 2015 | 02/10/2015 |

## Document Images

| | |
|---|---|
| 02/10/2015 -- ANNUAL REPORT | View image in PDF format |
| 01/08/2014 -- ANNUAL REPORT | View image in PDF format |
| 01/07/2013 -- ANNUAL REPORT | View image in PDF format |
| 01/03/2012 -- ANNUAL REPORT | View image in PDF format |
| 01/14/2011 -- ANNUAL REPORT | View image in PDF format |
| 01/05/2011 -- Amendment | View image in PDF format |
| 06/15/2010 -- Reg. Agent Change | View image in PDF format |
| 02/23/2010 -- ANNUAL REPORT | View image in PDF format |
| 01/13/2009 -- ANNUAL REPORT | View image in PDF format |
| 02/04/2008 -- ANNUAL REPORT | View image in PDF format |
| 03/19/2007 -- ANNUAL REPORT | View image in PDF format |
| 05/01/2006 -- ANNUAL REPORT | View image in PDF format |
| 02/23/2005 -- ANNUAL REPORT | View image in PDF format |
| 04/23/2004 -- ANNUAL REPORT | View image in PDF format |
| 04/22/2003 -- ANNUAL REPORT | View image in PDF format |
| 09/10/2002 -- ANNUAL REPORT | View image in PDF format |
| 06/11/2001 -- Name Change | View image in PDF format |

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Sunriland Corporation

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
P.O. Box 8001

Requester's name and address (optional)

City, state, and ZIP code
Sanford, FL 32772-8001

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number
59 - 1937683

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ [signature] Date ▶ 6/5/2015

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# Town of Davie
# Vendor/Bidder Disclosure

I, Erik Thor, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Sunniland Corporation

Address: P.O. Box 8001
Sanford, FL 32772

FEIN 59-1937683

State and date of incorporation Delaware - 1979

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| Full Legal Name | Address | Ownership |
|---|---|---|
| Tom Moore | P.O. Box 8001, Sanford FL 32772 | 93 % |
| Lee Moore | " " " | 2 % |
| | | % |
| | | % |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name | Address

NONE

By: _____ Date: 6/05/2015
Signature of Affiant

ERIK S. THOR
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 5 day of JUNE 2015, by ERIK THOR, he/she is personally known to me or has presented FL DRIVERS LICENSE as identification.

JASON OGDEN
Notary Public, State of Florida
Commission# FF 109988
My comm. expires Apr. 06, 2018

Notary Public, State of Florida at Large

J. OGDEN
Print or Stamp of Notary

FF 109988
Serial Number

My Commission Expires : 4/6/18

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

# Detail by Entity Name

## Foreign Profit Corporation

SUNNILAND CORPORATION

## Filing Information

| | |
|---|---|
| **Document Number** | 844615 |
| **FEI/EIN Number** | 591937683 |
| **Date Filed** | 11/15/1979 |
| **State** | DE |
| **Status** | ACTIVE |

## Principal Address

1735 SR 419
LONGWOOD, FL 32750

Changed: 04/06/2005

## Mailing Address

P.O. BOX 8001
SANFORD, FL 32772

Changed: 04/06/2005

## Registered Agent Name & Address

MOORE, THOMAS W
1735 SR 419
LONGWOOD, FL 32750

Name Changed: 02/10/2003

Address Changed: 04/06/2005

## Officer/Director Detail

**Name & Address**

Title PDC

MOORE, THOMAS W.
1735 SR 419
LONGWOOD, FL 32750

Title SD

CAHILL, JOHN F
1735 SR 419
LONGWOOD, FL 32750

Title TD

FRANK, RICHARD T
1735 SR 419
LONGWOOD, FL 32750

Title D

MOORE, LEE P
1735 SR 419
LONGWOOD, FL 32750

## Annual Reports

| Report Year | Filed Date |
|---|---|
| 2013 | 02/25/2013 |
| 2014 | 02/20/2014 |
| 2015 | 02/13/2015 |

## Document Images

| | |
|---|---|
| 02/13/2015 -- ANNUAL REPORT | View image in PDF format |
| 02/20/2014 -- ANNUAL REPORT | View image in PDF format |
| 02/25/2013 -- ANNUAL REPORT | View image in PDF format |
| 04/11/2012 -- ANNUAL REPORT | View image in PDF format |
| 04/18/2011 -- ANNUAL REPORT | View image in PDF format |
| 04/20/2010 -- ANNUAL REPORT | View image in PDF format |
| 04/20/2009 -- ANNUAL REPORT | View image in PDF format |
| 03/18/2008 -- ANNUAL REPORT | View image in PDF format |
| 02/26/2007 -- ANNUAL REPORT | View image in PDF format |
| 02/27/2006 -- ANNUAL REPORT | View image in PDF format |
| 04/06/2005 -- ANNUAL REPORT | View image in PDF format |
| 03/30/2004 -- ANNUAL REPORT | View image in PDF format |
| 02/10/2003 -- ANNUAL REPORT | View image in PDF format |
| 01/23/2002 -- ANNUAL REPORT | View image in PDF format |
| 01/30/2001 -- ANNUAL REPORT | View image in PDF format |
| 01/12/2000 -- ANNUAL REPORT | View image in PDF format |
| 01/21/1999 -- ANNUAL REPORT | View image in PDF format |
| 01/21/1998 -- ANNUAL REPORT | View image in PDF format |

**TOWN OF DAVIE**
**TOWN COUNCIL AGENDA REPORT**

Item Number: 20.

| | |
|---|---|
| **To:** | Mayor and Councilmembers |
| **From:** | Herb Hyman |
| **Prepared By:** | Herb Hyman - Purchasing |
| **Subject:** | Resolution |
| **Affected District:** | Town Wide |
| **Item Request:** | Schedule for Council Meeting |
| **Title of Agenda Item:** | **BID SELECTION** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BIDS FOR FERTILIZER AND PROVIDING FOR AN EFFECTIVE DATE. |
| **Executive Summary:** | A competitive bid was conducted for the supply of fertilizer which may be needed by the Public Works Department, Parks, Recreation & Cultural Arts Department, and/or the Utilities Department. The Town acted as lead agency for the Southeast Florida Cooperative Purchasing Group for this bid. In addition to the Town of Davie, twenty-four (24) other co-op agencies participated in this bid. The bid opportunity was publicized in the Sun-Sentinel and also posted on the Town's website. The Town sent out specifications to eleven (11) prospective bidders and received four (4) bids. All bids were evaluated with regard to compliance with the specifications. The recommendation is for the lowest bidder for each item as identified in Attachment "A". The initial contract period is two (2) years. |
| **Key Points:** | • This is a cooperative bid for the supply of fertilizer on an as need basis with the Town acting as lead agency for the twenty-five (25) participating agencies.<br>• The Town received four (4) bids.<br>• The recommendation is for the lowest bidder for each item.<br>• This is a two (2) year agreement. |
| **Previous Actions:** | None |
| **Concurrences:** | The Town's Procurement Manager reviewed all the bids for commercial compliance. Bids were reviewed for technical compliance by Deanna McAtamney from the City of Fort Lauderdale who is a technical consultant to the co-op. |

**Fiscal Impact:**

| | |
|---|---|
| Has request been budgeted? | N/A |
| If yes expected cost: | |
| Account name and number: | |
| If no, amount needed: | |
| Account name funds will be appropriated from | |
| Additional Comments | The contract, once awarded, will be used on an as needed basis by any department of the Town. The associated cost will come for the operating budget of the using department. |

**Recommendation:** Motion to approve

**Strategic Goals This Item Supports:**
Commitment to Customer Satisfaction, Dedication to Excellence in Service Delivery, Nurturing the health, safety, and welfare of the community

ATTACHMENTS:

| File Name | Description |
|---|---|
| RES_BID_fertilizer_2015.docx | Resolution |
| backup for fertilizer (2015).pdf | Backup |

RESOLUTION NO. R-2015-168

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BIDS FOR FERTILIZER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is in need of fertilizer for various projects; and

WHEREAS, the Town, acting as lead agency for the Southeast Florida Cooperative Purchasing Group, solicited sealed bids for such fertilizer; and

WHEREAS, Town of Davie purchases will be limited to those products that do not include more than 5% phosphorus; and

WHEREAS, after review, the Town Council wishes to accept the bid from the lowest responsive and responsible bidder for each item.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council hereby accepts the bid from the lowest responsive and responsible bidder for each item for the supply of fertilizer in accordance with unit prices identified in Attachment "A".

SECTION 2. The Town Council hereby authorizes the expenditure from the operating budget of each using department.

SECTION 3. The initial contract term is two (2) years.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 29th DAY OF July, 2015.

Judy Paul

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS 29th DAY OF July, 2015.

Attachment "A"

# MEMORANDUM

## Department of Budget and Finance

To: Bid Specification Committee

From: Herb Hyman, CPPB, FCPM, FCPA, Procurement Manager

Through: William Ackerman, Budget and Finance Director

Subject: Fertilizer

Date: June 18, 2015

This is a Southeast Florida Governmental Co-operative Purchasing Group bid with the Town of Davie acting as lead agency. The technical requirements of this bid were reviewed by a committee of Parks and Recreation personnel headed by Deanna McAtamney, City of Ft. Lauderdale.

After reviewing the bids submitted and the recommendations from the Parks and Recreation committee for the above referenced subject, it is my recommendation that the bid be awarded to the lowest responsive bidder for each item as identified below.

**Item 1** 6-2-0 The product offered by Diamond R Fertilizer is 5-3-0 is considered to be equivalent to the product specified.
**Recommendation** - Bulk (1 ton and greater) – Diamond R Fertilizer -.114/lb.
Less than 1 ton – Diamond R - .114/lb.

**Item 2** 24-2-11 . The product offered by Sunniland and Howard Fertilizer is the specified product.
**Recommendation** - Bulk – Sunniland - .312/lb.
Less than 1 ton – Howard Fertilizer - .353/lb.

**Item 3** 15-2-15 The product offered by Sunniland is the specified product. The product offered by John Deere Landscapes 15-0-15 is considered to be equivalent to the product specified.
**Recommendation** - Bulk – Sunniland - .35/lb.
Less than 1 ton – John Deere Landscapes - .402/lb.

**Item 4** 15-0-15 The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk – Sunniland - .31/lb.
Less than 1 ton – John Deere Landscapes - .311/lb.

**Item 5** 21-0-0 The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk – Sunniland - .22/lb.
Less than 1 ton – Diamond R-.258/lb.

**Item 6** 21-0-0 (Greens Grade) The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk – Sunniland - .18/lb.
Less than 1 ton – John Deere Landscapes-.264/lb.

**Item 7** 0-0-50-17s The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk – Sunniland - .48/lb.
Less than 1 ton – John Deere Landscapes - .50/lb.

**Item 8** 0-0-21 The product offered by Diamond R is 0-0-22 and is considered to be equivalent to the product specified.
**Recommendation** - Bulk-Diamond R - .341/lb.
Less than 1 ton-Diamond R - .349/lb

**Item 9** 0-0-21 (Greens Grade) The product offered by Diamond R is 0-0-22 and is considered to be equivalent to the product specified.
**Recommendation** - Bulk-Diamond R Fertilizer - .354/lb.
Less than 1 ton-Diamond R Fertilizer - .358/lb

**Item 10** Liquid Micronutrients- The lowest responsive bidder meets all the requirements of the specification.
**Recommendation** - 2 ½ gal container – Howard Fertilizer - $8.22/gal.
55 gal. drum – Howard Fertilizer - $7.08/gal.

**Item 11** 13-3-13 The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk-Sunniland - .424/lb.
Less than 1 ton-John Deere Landscapes - .42/lb.

**Item 12** 8-2-12 The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk – Sunniland- .395/lb.
Less than 1 ton – Howard Fertilizer- .43/lb.

**Item 13** Techmangam The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk-Sunniland - .636/lb.
Less than 1 ton-Howard Fertilizer - .725/lb.

**Item 14** 20-0-10 The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk-Sunniland – .334/lb.
Less than 1 ton-Howard Fertilizer – .372/lb.

**Item 15** 20-2-10 The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk Sunniland - .292/lb.
Less than 1 ton – Howard Fertilizer - .347/lb.

**Item 16** 9-2-24 The product offered by John Deere Landscapes 9-0-24 is considered to be equivalent to the product specified. The product offered by Sunniland is the specified product.
**Recommendation** - Bulk-Sunniland - .371/lb.
Less than 1 ton-John Deere Landscapes- .41/lb.

**Item 17** 15-0-22 The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk-Sunniland- .364/lb.
Less than 1 ton-Howard Fertilizer - .393/lb.

**Item 18** 16-2-8 The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk-Sunniland - .249/lb.
Less than 1 ton-Diamond R - .299/lb.

**Item 19** 18-24-12 The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk-Sunniland - .306/lb.
Less than 1 ton-Howard Fertilizer- .402/lb.

**Item 20** 20-20-20 The lowest responsive bidder meets all the requirements of the specification
**Recommendation** - Bulk-Howard Fertilizer – .986/lb.
Less than 1 ton-Howard Fertilizer – .986/lb.

**Item 21** 14-14-14 The lowest responsive bidders meet all the requirements of the specification
**Recommendation** - Bulk-Diamond R Fertilizer - .47/lb.
Less than 1 ton-Howard Fertilizer- .615/lb.

**Item 22** 19-0-19 with Pre-M. The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk-Howard Fertilizer - .584/lb.
Less than 1 ton-John Deere Landscapes - .56/lb.

**Items 23** 24-2-11 Talstar. The product offered by John Deere Landscapes 24-0-11 is considered to be equivalent to the product specified. The product offered by Sunniland is the specified product.
**Recommendation** - Bulk-Sunniland - .377/lb.
Less than 1 ton-John Deere Landscapes - .412/lb

**Items 24** 24-2-11 Talstar Granular. The product offered by John Deere Landscapes 18-0-10 is considered to be equivalent to the product specified. The product offered by Sunniland is the specified product.
**Recommendation** - Bulk-Sunniland - .36/lb.
Less than 1 ton-John Deere Landscapes - .39/lb

**Items 25** 22-2-11 Atrazine. The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk-Sunniland - .309/lb.
Less than 1 ton-Howard Fertilizer- .398/lb

**Items 26** High Manganese Combo. The lowest responsive bidder meets all the requirements of the specification.
**Recommendation** - Bulk-John Deere Landscapes - $6.84/gal.

**Items 27** 13-2-13. The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk-Sunniland - .369/lb.
Less than 1 ton-Howard Fertilizer - .408/lb

**Items 28** 14-2-14. The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk-Sunniland - .341/lb.
Less than 1 ton-Howard Fertilizer - .372/lb

**Items 29** 14-2-14 (Greens Grade). The lowest responsive bidders meet all the requirements of the specification.
**Recommendation** - Bulk-Sunniland - .48/lb.
Less than 1 ton-Howard Fertilizer - .549/lb

**Items 30** 24-0-11. The lowest responsive bidder meets all the requirements of the specification.
**Recommendation** - Bulk-Howard Fertilizer - .315/lb.
Less than 1 ton-Howard Fertilizer - .315/lb

**Items 31** Superthrive. The lowest responsive bidder meets all the requirements of the specification.
**Recommendation** - Less than 1 ton-Diamond R -$116.00/gal.

**Items 32** 21-0-7 The lowest responsive bidders meet all the requirements of the specification.

**Recommendation** - Bulk-Sunniland - .33/lb.
Less than 1 ton-Howard Fertilizer - .419/lb

| | A | B | C | D | E |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | FERTILIZER | | |
| 3 | | | | | |
| 4 | | JOHN | HOWARD | SUNNILAND | DIAMOND |
| 5 | | DEERE | FERTILIZER | CORPORATION | R |
| 6 | | | | | |
| 7 | 6-2-0 (BULK) | | .2568/lb | | .114/lb |
| 8 | 6-2-0 | .192/lb | .2568/lb | .199/lb | .114/lb |
| 9 | 24-2-11 (BULK) | | .353/lb | 0312/lb | .394/lb |
| 10 | 24-2-11 | .41/lb | .353/lb | | .43/lb |
| 11 | 15-2-15 (BULK) | | .407/lb | .35/lb | .419/lb |
| 12 | 15-2-15 | .402/lb | .407/lb | | .45/lb |
| 13 | 15-0-15 (BULK) | | .408/lb | .31/lb | |
| 14 | 15-0-15 | .311/lb | .408/lb | | |
| 15 | 21-0-0 (BULK) | | | .22/lb | .258/lb |
| 16 | 21-0-0 | .32/lb | .262/lb | | .258/lb |
| 17 | 21-0-0 (GREENS GRADE-BULK) | | | .18/lb | .298/lb |
| 18 | 21-0-0 (GREENS GRADE-NON-BULK) | .264/lb | .389/lb | | .298/lb |
| 19 | 0-0-52-17s (TURF GRADE-BULK) | | .544/lb | .48/lb | .59/lb |
| 20 | 0-0-52-17s (TURF GRADE) | .50/lb | .544/lb | | |
| 21 | 0-0-21 (BULK) | | | .41/lb | .341/lb |
| 22 | 0-0-21 | .35/lb | | | .349/lb |
| 23 | 0-0-21 (GREENS GRADE-BULK) | | | .37/lb | .354/lb |
| 24 | 0-0-21 (GREENS GRADE-NON-BULK) | .43/lb | | | .358/lb |
| 25 | LIQ. MICRO -2 1/2 GAL | 17.09/gal | 8.22/gal | | |
| 26 | LIQ. MICRO -55 GAL | 299.41/gal | 7.08/gal | | |
| 27 | 13-3-13 (BULK) | | .488/lb | .424/lb | .45/lb |
| 28 | 13-3-13 | .42/lb | .488/lb | | .49/lb |
| 29 | 8-2-12 (BULK) | | .430/lb | .395/lb | .481/lb |
| 30 | 8-2-12 | .56/lb | .430/lb | | .481/lb |
| 31 | TECHMANGAM (BULK) | | .725/lb | .636/lb | .72/lb |
| 32 | TECHMANGAM | .79/lb | .725/lb | | .73/lb |
| 33 | 20-0-10 (BULK) | | .372/lb | .334/lb | .387/lb |
| 34 | 20-0-10 | | .372/lb | | .40/lb |
| 35 | 20-2-10 (BULK) | | .347/lb | .292/lb | .352/lb |
| 36 | 20-2-10 | .35/lb | .347/lb | | .352/lb |
| 37 | 9-2-24 (BULK) | | .417/lb | .37/lb | .432/lb |
| 38 | 9-2-24 | .41/lb | .417/lb | | .46/lb |
| 39 | 15-0-22 (BULK) | | .393/lb | .364/lb | .374/lb |
| 40 | 15-0-22 | .411/lb | .393/lb | | .395/lb |
| 41 | | | | | |

| | A | B | C | D | E |
|---|---|---|---|---|---|
| 42 | | | | | |
| 43 | | | | | |
| 44 | | | | | |
| 45 | | | | | |
| 46 | | JOHN | HOWARD | SUNNILND | DAIMOND |
| 47 | | DEERE | FERTILIZER | CORPORATION | R |
| 48 | | | | | |
| 49 | 16-2-8 (BULK) | | .315/lb | .249/lb | .299/lb |
| 50 | 16-2-8 | .30/lb | .315/lb | | .299/lb |
| 51 | 18-24-12 (BULK) | | .402/lb | .306/lb | .39/lb |
| 52 | 18-24-12 | .42/lb | .402/lb | | .42/lb |
| 53 | 20-20-20 (BULK) | | .986/lb | | 1.07/lb |
| 54 | 20-20-20 | 1.32/lb | .986/lb | | 1.07/lb |
| 55 | 14-14-14 (BULK) | | .615/lb | | .47/lb |
| 56 | 14-14-14 | .66/lb | .615/lb | | .90/lb |
| 57 | 19-0-19 W/PRE-M(BULK) | | .584/lb | | .724/lb |
| 58 | 19-0-19 W/PRE-M | .56/lb | .584/lb | | .724/lb |
| 59 | 24-2-11 TALSTAR(BULK) | | .425/lb | .377/lb | .48/lb |
| 60 | 24-2-11 TALSTAR | .412/lb | .425/lb | | .52/lb |
| 61 | 24-2-11 TALSTAR GRAN. (BULK) | | .426/lb | .36/lb | |
| 62 | 24-2-11 TALSTAR GRAN. | .39/lb | .426/lb | | |
| 63 | 22-2-11 ATRAZINE (BULK) | | .398/lb | .309/lb | |
| 64 | 22-2-11 ATRAZINE | .47/lb | .398/lb | | |
| 65 | HIGH MANGANESE COMBO | 6.84/gal | 8.22/gal | | |
| 66 | 13-2-13 (BULK) | | .408/lb | .369/lb | .418/lb |
| 67 | 13-2-13 | .77/lb | .408/lb | | .45/lb |
| 68 | 14-2-14 (BULK) | | .372/lb | .341/lb | .39/lb |
| 69 | 14-2-14 | .65/lb | .372/lb | | .42/lb |
| 70 | 14-2-14 (GREENS GRADE-BULK) | | .549/lb | .48/lb | .555/lb |
| 71 | 14-2-14 (GREENS GRADE-NON-BULK) | .65/lb | .549/lb | | .59/lb |
| 72 | 24-0-11 (BULK) | | .315/lb | .321/lb | .395/lb |
| 73 | 24-0-11 | .38/lb | .315/lb | | .40/lb |
| 74 | SUPERTHRIVE | | | | 116.00/gal |
| 75 | 21-0-7 (BULK) | | .419/lb | .33/lb | |
| 76 | 21-0-7 | .45/lb | .419/lb | | |

## Herb Hyman

**From:** Deanna McAtamney [DMcAtamney@fortlauderdale.gov]
**Sent:** Monday, June 15, 2015 9:44 AM
**To:** Herb Hyman
**Cc:** AnnDebra Diaz; Barry Sageman
**Subject:** RE: Fertilizer Bid (co-op)

I have looked at all and we can move forward to award.

---

**From:** Herb Hyman [mailto:Herb_Hyman@davie-fl.gov]
**Sent:** Friday, June 12, 2015 1:53 PM
**To:** Deanna McAtamney
**Cc:** AnnDebra Diaz; Barry Sageman
**Subject:** Fertilizer Bid (co-op)

Hi Dee,
Hope all is well with you. Attached are all the bids we received and my bid tabulation. I highlighted all the low bids from a commercial standpoint. Please review the technical side and tell me if we have to disqualify anyone for not meeting spec or if we can move forward with an award to the low bidder for each item. Thanks.

Herb Hyman, CPPO, CPPB, FCPM, FCPA, FCCN

# TOWN OF DAVIE
# PROCUREMENT AUTHORIZATION FORM

SENT TO RICK 4/23/15

## PROCUREMENT AUTHORIZATION FORM

**ITEM DESCRIPTION (include what the item is used for, reason for bidding, expiration date of existing contract, etc.)**

FERTILIZER - THE TOWN IS LEAD AGENCY FOR THE SE FLORIDA CO-OP PURCHASING GROUP FOR THIS COMMODITY. THIS IS A CONTRACT THAT WILL BE USED ON AN AS NEEDED BASIS

METHOD OF PROCUREMENT (mark the one that applies)

☒ Open Competitive Bidding ☐ Sole Source ☐ Single Source ☐ Co-Op Bid Number _____

☐ Piggyback on Contract Number (including name of entity) _____

☐ Request for Proposal/Qualification ☐ Reverse Bid

ACCOUNT NUMBER USING DEPT. ~~OPERATING BUDGET~~ APPROXIMATE COST DEPENDENT ON NEED

Signed and Date: _____
Department Director

**TOWN ADMINISTRATOR AND BUDGET/FINANCE DEPT. USE ONLY. DO NOT WRITE BELOW THIS LINE.**

Funds Reserved for Requisition Number _____ Sign and Date _____
Budget Manager

Approved for Advertising Sign and Date _____
Budget/Finance Director

Sign and Date by Town Administrator

**BIDS SUBMITTED**

| Vendor | Cost/Ranking |
|---|---|
| JOHN DEERE LANDSCAPES | SEE ATTACHED BID TABULATION |
| DIAMOND R. FERTILIZER | |
| HOWARD FERTILIZER | |
| SUNNILAND CORPORATION | |

Signed _____
Procurement Manager

STAFF RECOMMENDATION/COMMENTS

LOWEST BIDDER FOR EACH PRODUCT PER ATTACHED BID TABULATION

Vendor Cost

BID OPENING REPORT

BID NAME: Fertilizer

TIME: 2:07pm

BID NUMBER: B-15-81

DATE: 6·11·15

ESTIMATED COST: _____

| NO. | CONTRACTOR'S NAME | BID AMOUNT | COMMERCIAL RANKING |
|---|---|---|---|
| 1. | John Deere Land | See Attached Bid Tabulation | |
| 2. | Diamond R Fert. | | |
| 3. | Howard Fertilizer | | |
| 4. | Sunniland Fertilizer | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

REMARKS

SPECS SENT TO ELEVEN (11) PROSPECTIVE BIDDERS
TOWN REC'D FOUR (4) BIDS

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL: [signature] DATE: 6/11/15

WITNESS: Angela Salvias DATE: 6·11·15

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
John Deere Landscapes

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1385 East 36th Street

Requester's name and address (optional)

City, state, and ZIP code
Cleveland, OH 44114

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number
36 - 4485550

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ [signature] Date ▶ 06-10-15

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

***Definition of a U.S. person.*** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# Town of Davie
# Vendor/Bidder Disclosure

I, Molly Vorous, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: John Deere Landscapes -Bids Dept.

Address: 1385 East 36th Street
Cleveland, Ohio 44114

FEIN 36-4485550

State and date of incorporation Delaware, 05/11/01

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| Full Legal Name | Address | Ownership |
|---|---|---|
| | | % |
| | | % |
| | | % |
| | | % |

*Please see attached list of local branches.

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name Address

By: Molly Mi Vorous Date: 06-10-15
Signature of Affiant

Molly Vorous
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 10th day of June 2015, by Molly Vorous, he/she is personally known to me or has presented _____ as identification.

Rosalin Santiago
Notary Public, ~~State of Florida at Large~~ State of Ohio

ROSALIN SANTIAGO
Notary Public - State of Ohio
Recorded in Cuyahoga County
My Commission Expires 12-25-19

Print or Stamp of Notary

Serial Number

My Commission Expires : 12-25-19

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

# Detail by Entity Name

## Foreign Limited Liability Company

JOHN DEERE LANDSCAPES LLC

## Filing Information

| | |
|---|---|
| **Document Number** | M13000007176 |
| **FEI/EIN Number** | 36-4485550 |
| **Date Filed** | 11/07/2013 |
| **State** | DE |
| **Status** | ACTIVE |
| **Last Event** | LC AMENDMENT |
| **Event Date Filed** | 11/19/2014 |
| **Event Effective Date** | NONE |

## Principal Address

1060 Windard Ridge Pkwy
Ste. 170
Alpharetta, GA 30005

Changed: 04/16/2015

## Mailing Address

1060 Windard Ridge Pkwy
Ste. 170
Alpharetta, GA 30005

Changed: 04/16/2015

## Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

## Authorized Person(s) Detail

**Name & Address**

Title Manager

JDA Holding LLC
1060 Windard Ridge Pkwy
Ste. 170
Alpharetta, GA 30005

## Annual Reports

| Report Year | Filed Date |
|---|---|
| 2014 | 06/12/2014 |
| 2015 | 04/16/2015 |

## Document Images

| | |
|---|---|
| 04/16/2015 -- ANNUAL REPORT | View image in PDF format |
| 11/19/2014 -- LC Amendment | View image in PDF format |
| 06/12/2014 -- ANNUAL REPORT | View image in PDF format |
| 11/07/2013 -- Foreign Limited | View image in PDF format |

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State of Florida, Department of State

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Diamond R Fertilizer Co., Inc

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
4100 Glades Cutoff Road

Requester's name and address (optional)

City, state, and ZIP code
Ft. Pierce, FL 34981

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
59 ☐ - 0593514 ☐☐☐☐

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ Ron Ott Date ▶ 6-9-15

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# Town of Davie
# Vendor/Bidder Disclosure

I, Thom Chester, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

| | |
|---|---|
| Name of Individual, Firm, or Organization: | Diamond R Fertilizer Co., Inc. |
| Address: | 4100 Glades Cutoff Road |
| | Fort Pierce, FL 34981 |
| FEIN | 59-0593514 |
| State and date of incorporation | Florida 07-1943 |

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| Full Legal Name | Address | Ownership |
|---|---|---|
| See attached | | % |
| | | % |
| | | % |
| | | % |

Diamond R Fertilizer Co., Inc.
4100 Glades Cut-off Road
Fort Pierce, FL 34981
FEIN: 59-0593514

| Name | Title/position | Address | City | State | Zip | > than 5% owner? |
|---|---|---|---|---|---|---|
| John Minton | Chairman | PO Box 670 | Fort Pierce | FL | 34950 | yes |
| Bert Roper | Vice Chairman | PO Box 218 | Winter Garden | FL | 34777 | yes |
| Wayne Carlton | Director | 3782 McCarty Road | Fort Pierce | FL | 34945 | yes |
| Roy Childs | Director | 2715 S. Indian River Drive | Fort Pierce | FL | 34950 | yes |
| Jim Russakis | Director | 8801 Indrio Road | Fort Pierce | FL | 34951 | no |
| Cal Streetmen | Director | PO Box 1904 | Vero Beach | FL | 32960 | no |
| Steve Cassens | Treasurer | PO Box 593 | Fort Pierce | FL | 34954 | no |
| Ken Scott | Secretary | PO Box 576 | Fort Pierce | FL | 34954 | yes |
| Wes Williamson | Director | PO Box 248 | Okeechobee | FL | 34973 | no |
| Mike Hudson | President/CEO | 18203 Bridle Way | Port St Lucie | FL | 34987 | no |
| Tracy Kay | Vice-President | 1542 SW Lexington Drive | Port St Lucie | FL | 34953 | no |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name Address

_____

_____

_____

_____

By:_____ Date:_____

Signature of Affiant

_____

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 11 day of June 2015, by Thom Chester, he/she is personally known to me or has presented _____ as identification.

Edna H. Vachon

Notary Public, State of Florida at Large

Edna H. Vachon

Print or Stamp of Notary

FF117626

Serial Number

My Commission Expires : 4/29/18

EDNA H. VACHON
MY COMMISSION EXPIRES
April 29, 2018
#FF 117626
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

# Detail by Entity Name

## Florida Profit Corporation

DIAMOND R FERTILIZER CO., INC.

## Filing Information

| | |
|---|---|
| **Document Number** | 142303 |
| **FEI/EIN Number** | 590593514 |
| **Date Filed** | 07/12/1943 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | AMENDMENT |
| **Event Date Filed** | 09/01/2010 |
| **Event Effective Date** | NONE |

## Principal Address

4100 GLADES CUT-OFF ROAD
FT. PIERCE, FL 34981

Changed: 04/14/2011

## Mailing Address

4100 GLADES CUT-OFF ROAD
FT. PIERCE, FL 34981-4711

Changed: 03/13/2008

## Registered Agent Name & Address

HUDSON, Michael
4100 GLADES CUT-OFF ROAD
FT PIERCE, FL 34981

Name Changed: 04/21/2014

Address Changed: 03/13/2008

## Officer/Director Detail

**Name & Address**

Title S

SCOTT, KEN

PO BOX 2457
FORT PIERCE, FL 34954

Title P

HUDSON, Michael
4100 GLADES CUT-OFF ROAD
FORT PIERCE, FL 34981

Title C

MINTON, JOHN
P O BOX 670
FORT PIERCE, FL 34954

Title T

CASSENS, STEVE
P.O. BOX 770218
FT. PIERCE, FL 34954

Title V, CFO

KAY, TRACY
4100 GLADES CUT-OFF RD.
FT. PIERCE, FL 34981

## Annual Reports

| Report Year | Filed Date |
|---|---|
| 2013 | 04/15/2013 |
| 2014 | 04/21/2014 |
| 2015 | 04/28/2015 |

## Document Images

| | |
|---|---|
| 04/28/2015 -- ANNUAL REPORT | View image in PDF format |
| 04/21/2014 -- ANNUAL REPORT | View image in PDF format |
| 04/15/2013 -- ANNUAL REPORT | View image in PDF format |
| 04/11/2012 -- ANNUAL REPORT | View image in PDF format |
| 04/14/2011 -- ANNUAL REPORT | View image in PDF format |
| 09/01/2010 -- Amendment | View image in PDF format |
| 04/12/2010 -- ANNUAL REPORT | View image in PDF format |
| 04/14/2009 -- ANNUAL REPORT | View image in PDF format |
| 03/13/2008 -- ANNUAL REPORT | View image in PDF format |
| 03/19/2007 -- ANNUAL REPORT | View image in PDF format |
| 02/27/2006 -- ANNUAL REPORT | View image in PDF format |
| 10/14/2005 -- Amendment | |

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Howard Fertilizer & Chemical Co Inc

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
8306 S. Orange Ave

Requester's name and address (optional)

City, state, and ZIP code
Orlando, FL 32809

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
5 9 - 0 7 8 8 1 3 1

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person ▶ [signature] Date ▶ 6/11/15

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Client#: 140597 7 131HOWARFER

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/03/2015

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 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
BB&T-J. Rolfe Davis Insurance
PO Box 4927
Orlando, FL 32802-4927
407 691-9600

CONTACT NAME:
PHONE (A/C, No, Ext): 407 691-9600 FAX (A/C, No): 888-635-4183
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: AIG Specialty Insurance Company | 26883 |
| INSURER B: Commerce & Industry Insurance C | 19410 |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Howard Fertilizer & Chemical Company Inc
PO Box 628202
Orlando, FL 32862-8202

COVERAGES CERTIFICATE NUMBER: 15/16 BAIBWSPNCVENMG REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | | X | EG1230843 | 02/01/2015 | 03/31/2016 | EACH OCCURRENCE | $1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $300,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $25,000 |
| | X BI/PD Ded:$25,000 | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | X Pollution-Clms Made | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | POLICY PRO-JECT LOC | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | X | CA5677821 | 02/01/2015 | 03/31/2016 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS / X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | EGU1230872 | 02/01/2015 | 03/31/2016 | EACH OCCURRENCE | $10,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $10,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | X | WC035808759 | 11/22/2014 | 11/22/2015 | X WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |

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

Additional insured status is granted with respect to General Liability if required by written contract or agreement per Commercial General Liability & Pollution Legal Liability Coverage Form #103124 (11/13); with respects to General Liability Additional Insured Primary & Non-Contributory-Owners, Lessees or Contractors Endorsement-Your Work Form #103393 (10/09); Additional Insured Vendors Endorsement Primary & Non Contributory Form #103388 (10/09); Additional Insured - Managers or Lessors of Premises Endorsement Form (See Attached Descriptions)

CERTIFICATE HOLDER

Proof of Insurance
FOR INFORMATIONAL PURPOSES ONLY
-, XX

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jeffrey L. Johnson

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# Town of Davie
# Vendor/Bidder Disclosure

I, Dale Anderson, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Howard Fertilizer Chemical Co.

Address: 8306 S. Orange Ave
Orlando, Fl. 32862

FEIN 59-0788131

State and date of incorporation Florida December 27, 1956

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| Full Legal Name | Address | Ownership |
|---|---|---|
| Robert M. Howard Jr. | Same as above | 100 % |
| | | % |
| | | % |
| | | % |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

| Full Legal Name | Address |
|---|---|
| None | |
| | |
| | |
| | |

By: _____ Date: 6/11/15

Signature of Affiant

Dale Anderson

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 11 day of June 2015, by Dale W. Anderson, he/she is personally known to me or has presented FL DL as identification.

_____

Notary Public, State of Florida at Large

Raphael Lopez

Print or Stamp of Notary

Raphael Lopez
State of Florida
MY COMMISSION # FF 220169
Expires: May 1, 2019

FF 220169

Serial Number

My Commission Expires: May 1, 2019

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

# Detail by Entity Name

## Florida Profit Corporation

HOWARD FERTILIZER & CHEMICAL COMPANY, INC.

## Filing Information

| | |
|---|---|
| **Document Number** | 198590 |
| **FEI/EIN Number** | 590788131 |
| **Date Filed** | 12/27/1956 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | AMENDMENT |
| **Event Date Filed** | 01/05/2011 |
| **Event Effective Date** | NONE |

## Principal Address

8306 S ORANGE AVE
ORLANDO, FL 32809

Changed: 09/10/2002

## Mailing Address

P O BOX 628202
ORLANDO, FL 32862-8202

Changed: 09/10/2002

## Registered Agent Name & Address

HOWARD JR,ROBERT M
8306 S ORANGE AVE
ORLANDO, FL 32809

Address Changed: 06/15/2010

## Officer/Director Detail

**Name & Address**

Title DCS

HOWARD JR,ROBERT M
5554 JESSAMINE LANE
ORLANDO, FL

Title V

PALMER, CHARLES
28971 KIRANICOLA CT.
BONITA SPRINGS, FL 34135

Title T

GRABHORN, DANIEL D.
6516 THE LANDINGS DR
ORLANDO, FL 32812

Title P

HOWARD JR., ROBERT M.
5554 JESSAMINE LANE
ORLANDO, FL

## Annual Reports

| Report Year | Filed Date |
|---|---|
| 2013 | 01/07/2013 |
| 2014 | 01/08/2014 |
| 2015 | 02/10/2015 |

## Document Images

| | |
|---|---|
| 02/10/2015 -- ANNUAL REPORT | View image in PDF format |
| 01/08/2014 -- ANNUAL REPORT | View image in PDF format |
| 01/07/2013 -- ANNUAL REPORT | View image in PDF format |
| 01/03/2012 -- ANNUAL REPORT | View image in PDF format |
| 01/14/2011 -- ANNUAL REPORT | View image in PDF format |
| 01/05/2011 -- Amendment | View image in PDF format |
| 06/15/2010 -- Reg. Agent Change | View image in PDF format |
| 02/23/2010 -- ANNUAL REPORT | View image in PDF format |
| 01/13/2009 -- ANNUAL REPORT | View image in PDF format |
| 02/04/2008 -- ANNUAL REPORT | View image in PDF format |
| 03/19/2007 -- ANNUAL REPORT | View image in PDF format |
| 05/01/2006 -- ANNUAL REPORT | View image in PDF format |
| 02/23/2005 -- ANNUAL REPORT | View image in PDF format |
| 04/23/2004 -- ANNUAL REPORT | View image in PDF format |
| 04/22/2003 -- ANNUAL REPORT | View image in PDF format |
| 09/10/2002 -- ANNUAL REPORT | View image in PDF format |
| 06/11/2001 -- Name Change | View image in PDF format |

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Sunriland Corporation

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
P.O. Box 8001

Requester's name and address (optional)

City, state, and ZIP code
Sanford, FL 32772-8001

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number
59 - 1937683

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ [signature] Date ▶ 6/5/2015

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# Town of Davie
# Vendor/Bidder Disclosure

I, Erik Thor, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Sanniland Corporation

Address: P.O. Box 8001
Sanford, FL 32772

FEIN 59-1937683

State and date of incorporation Delaware - 1979

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| Full Legal Name | Address | Ownership |
|---|---|---|
| Tom Moore | P.O. Box 8001, Sanford FL 32772 | 93 % |
| Lee Moore | " " " | 2 % |
| | | % |
| | | % |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name Address

NONE

By: _____ Date: 6/05/2015
Signature of Affiant

ERIKS THOR
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 5 day of JUNE 2015, by ERIK THOR, he/she is personally known to me or has presented FL DRIVERS LICC as identification.

JASON OGDEN
Notary Public, State of Florida
Commission# FF 109988
My comm. expires Apr. 06, 2018

Notary Public, State of Florida at Large

J. OGDEN
Print or Stamp of Notary

FF 109988
Serial Number

My Commission Expires : 4/6/18

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

# Detail by Entity Name

## Foreign Profit Corporation

SUNNILAND CORPORATION

## Filing Information

| | |
|---|---|
| **Document Number** | 844615 |
| **FEI/EIN Number** | 591937683 |
| **Date Filed** | 11/15/1979 |
| **State** | DE |
| **Status** | ACTIVE |

## Principal Address

1735 SR 419
LONGWOOD, FL 32750

Changed: 04/06/2005

## Mailing Address

P.O. BOX 8001
SANFORD, FL 32772

Changed: 04/06/2005

## Registered Agent Name & Address

MOORE, THOMAS W
1735 SR 419
LONGWOOD, FL 32750

Name Changed: 02/10/2003

Address Changed: 04/06/2005

## Officer/Director Detail

**Name & Address**

Title PDC

MOORE, THOMAS W.
1735 SR 419
LONGWOOD, FL 32750

Title SD

CAHILL, JOHN F
1735 SR 419
LONGWOOD, FL 32750

Title TD

FRANK, RICHARD T
1735 SR 419
LONGWOOD, FL 32750

Title D

MOORE, LEE P
1735 SR 419
LONGWOOD, FL 32750

## Annual Reports

| Report Year | Filed Date |
|---|---|
| 2013 | 02/25/2013 |
| 2014 | 02/20/2014 |
| 2015 | 02/13/2015 |

## Document Images

| | |
|---|---|
| 02/13/2015 -- ANNUAL REPORT | View image in PDF format |
| 02/20/2014 -- ANNUAL REPORT | View image in PDF format |
| 02/25/2013 -- ANNUAL REPORT | View image in PDF format |
| 04/11/2012 -- ANNUAL REPORT | View image in PDF format |
| 04/18/2011 -- ANNUAL REPORT | View image in PDF format |
| 04/20/2010 -- ANNUAL REPORT | View image in PDF format |
| 04/20/2009 -- ANNUAL REPORT | View image in PDF format |
| 03/18/2008 -- ANNUAL REPORT | View image in PDF format |
| 02/26/2007 -- ANNUAL REPORT | View image in PDF format |
| 02/27/2006 -- ANNUAL REPORT | View image in PDF format |
| 04/06/2005 -- ANNUAL REPORT | View image in PDF format |
| 03/30/2004 -- ANNUAL REPORT | View image in PDF format |
| 02/10/2003 -- ANNUAL REPORT | View image in PDF format |
| 01/23/2002 -- ANNUAL REPORT | View image in PDF format |
| 01/30/2001 -- ANNUAL REPORT | View image in PDF format |
| 01/12/2000 -- ANNUAL REPORT | View image in PDF format |
| 01/21/1999 -- ANNUAL REPORT | View image in PDF format |
| 01/21/1998 -- ANNUAL REPORT | View image in PDF format |

**TOWN OF DAVIE**
**TOWN COUNCIL AGENDA REPORT**

Item Number: 20.

| | |
|---|---|
| **To:** | Mayor and Councilmembers |
| **From:** | Herb Hyman |
| **Prepared By:** | Herb Hyman - Purchasing |
| **Subject:** | Resolution |
| **Affected District:** | Town Wide |
| **Item Request:** | Schedule for Council Meeting |
| **Title of Agenda Item:** | **BID SELECTION** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BIDS FOR FERTILIZER AND PROVIDING FOR AN EFFECTIVE DATE. |
| **Executive Summary:** | A competitive bid was conducted for the supply of fertilizer which may be needed by the Public Works Department, Parks, Recreation & Cultural Arts Department, and/or the Utilities Department. The Town acted as lead agency for the Southeast Florida Cooperative Purchasing Group for this bid. In addition to the Town of Davie, twenty-four (24) other co-op agencies participated in this bid. The bid opportunity was publicized in the Sun-Sentinel and also posted on the Town's website. The Town sent out specifications to eleven (11) prospective bidders and received four (4) bids. All bids were evaluated with regard to compliance with the specifications. The recommendation is for the lowest bidder for each item as identified in Attachment "A". The initial contract period is two (2) years. |
| **Key Points:** | • This is a cooperative bid for the supply of fertilizer on an as need basis with the Town acting as lead agency for the twenty-five (25) participating agencies.<br>• The Town received four (4) bids.<br>• The recommendation is for the lowest bidder for each item.<br>• This is a two (2) year agreement. |
| **Previous Actions:** | None |
| **Concurrences:** | The Town's Procurement Manager reviewed all the bids for commercial compliance. Bids were reviewed for technical compliance by Deanna McAtamney from the City of Fort Lauderdale who is a technical consultant to the co-op. |

**Fiscal Impact:**

| | |
|---|---|
| Has request been budgeted? | N/A |
| If yes expected cost: | |
| Account name and number: | |
| If no, amount needed: | |
| Account name funds will be appropriated from | |
| Additional Comments | The contract, once awarded, will be used on an as needed basis by any department of the Town. The associated cost will come for the operating budget of the using department. |

**Recommendation:** Motion to approve

**Strategic Goals This Item Supports:**
Commitment to Customer Satisfaction, Dedication to Excellence in Service Delivery, Nurturing the health, safety, and welfare of the community

ATTACHMENTS:

| File Name | Description |
|---|---|
| RES_BID_fertilizer_2015.docx | Resolution |
| backup_for_fertilizer_(2015).pdf | Backup |

• DAVIE, FLORIDA 33314
PHONE: 954.797. • FAX: 954.797. • WWW.DAVIE-FL.GOV

May 21, 2015

NOTICE TO BIDDERS

The Town of Davie is accepting sealed bids until 2:00 p.m. on Thursday, June 11, 2015, for the following:

FERTILIZER, B-15-81

Complete bid specifications are enclosed. Any questions pertaining to this specification should be addressed to Herb Hyman, Procurement Manager, 6591 Orange Drive, Davie, Florida 33314. Phone (954) 797-1016.

Companies that do not wish to bid for this purchase, but would like to be notified of future bids, should submit a "NO BID" response.

Sealed bid envelopes should be marked with the company name, bid name and number and boldly marked "SEALED BID". One original and two (2) copies of all sealed bids should be delivered to the Purchasing Division, 6591 Orange Drive, Davie, Florida 33314. Bids will be opened on or about 2:00 p.m., Thursday, June 11, 2015, at the Davie Town Hall. Any bids received after the specified due date and time will be rejected and returned unopened. This will be a public bid opening.

The Town of Davie reserves the right to reject any and/or all bids.

Town of Davie
Herb Hyman, CPPO, CPPB, FCPM, FCPA, FCCN
Procurement Manager

# SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

## TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

**"WORKING TOGETHER TO REDUCE COSTS"**

## General Terms and Conditions

1. Submission and Receipt of Bids

It will be the sole source responsibility of the bidder to see that their bid is received prior to the specified time of bid opening as identified herein. Bids will be submitted in sealed envelopes showing the bidder's return address and clearly marked "Sealed Bid- (specify name of bid)". If bid is sent by mail, the bidder shall be responsible for its delivery to the office of the Purchasing Division by or prior to the hour and date shown herein for receipt of bids. Bids received after that hour and date will not be considered and will be returned unopened.

Bidders shall submit all pricing information on the proposal forms furnished. All quotations and proposals must be signed in those spaces provided with the firm name and by an officer or employee having the authority to bind the company or firm by his signature.

Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be typewritten or written with pen and ink. Signatures must be in ink.

2. Delivery

Items shall be delivered F.O.B. destination (where applicable). The delivery costs and charges will be included in the bid price. Failure to do so may be cause for rejection of your bid.

3. Discounts

All discounts (prompt payment, overall award of all bid items, etc.) will be considered in evaluation to determine the lowest "net" cost to the Town.

4. Brand Names

Whenever materials or equipment are specified or described in the specification by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. The bidder will be required to submit sufficient information with his/her bid to allow the Town to determine that the material or equipment proposed is equivalent to that named. The Town will be the sole judge concerning the merits of proposed material or equipment.

5. Taxes

The Town of Davie is exempt from any taxes imposed by the State or Federal Government. Exemption certificates will be supplied upon request.

6. Signed Bid Considered an Offer

This signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Town Council of the Town of Davie. In case of default on the part of the bidder after such acceptance, the Town may take such portion as it deems appropriate including legal action for damages or specific performance.

7. Reservations for Rejection and Award

The Town reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request rebids on required goods or services. The Town also reserves the right to award the contract on such goods or services the Town deems will best serve its interests.

8. Prices to be Firm

Bidder warrants by virtue of bidding that prices and terns and conditions in the bid will be firm for acceptance and will not be withdrawn for a period of ninety (90) days from the date of the bid opening. Prices shall be firm with no escalator clauses.

9. Laws and Regulations

All applicable laws and regulations of the Federal Government, the State of Florida, and ordinances of the Town of Davie will apply to any resulting award. All occupational and health administration (O.S.H.A.) rules and/ or regulations will apply to any goods or services supplied as a result of this bid.

10. Public Entity Crimes Information

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 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 of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity in the excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

11. Discrimination

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods and 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 of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.

12. Legal Workforce

Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully issued a current work permit or admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. The Contractor shall be responsible for using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all employees or subcontractors during the term of this contract. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

13. Conflicting Language

Should the specific terms and conditions conflict with the general terms and conditions, the specific terms and conditions shall prevail.

14. Payment

The Town's preferred method of payment is through use of its procurement card (Visa). Evaluation credit will be given to vendors who will accept this payment method.

All appropriately submitted invoices other than those paid with a procurement card will be paid in accordance with the Florida Prompt Payment Act.

15. Gifts and Gratuities

Town policy prohibits acceptance of any gifts. Employees must not become obligated to any supplier and shall not participate in any Town transaction from which they will benefit directly or indirectly.

16. Insurance

The insurance requirements stated in this specification are the limits that will be required in order to be recommended for award. Bidders MUST submit a certificate of insurance with their bid

submittal OR a letter from their insurance broker stating that the firm qualifies for the required limits should they be in a position to be recommended for award.

If a bidder provides the letter from their insurance broker, they will be required to submit a certificate of insurance with the required limits prior to beginning any work.

17. Local Vendor Preference

**Definitions**

**Local Davie Vendor-**a "local Davie vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business **may not** be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Town of Davie and have an address that the U.S. Postal Service recognizes as being a Davie address to be eligible.

**Local Broward County Vendor-** a "local Davie vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of six months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business **may not** be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides and have an address that the U.S. Postal Service recognizes as being a Broward County address to be eligible.

**Bid-** A bid shall be any competitive solicitation by specification officially posted by the Town of Davie Purchasing staff on the Town's website where the award is determined by price.

**Proposal-**a proposal shall be any competitive solicitation by Request for Proposal (RFP) officially posted by the Town of Davie purchasing staff on the Town's website where the award is determined by qualifications.

**Process**

a) **Competitive Bid-** For bid evaluation purposes, vendors that meet the definition of "local Davie vendor" as detailed above shall be given a 5% evaluation credit. This shall mean that if a "local Davie vendor" submits a bid/quote that is within 5% of the lowest price if that lowest price is submitted by a non-Broward County vendor or within 2.5% of the lowest price if that lowest price is submitted by a Broward County vendor, the "local Davie vendor" shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the "local Davie vendor" submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the "local Davie vendor". If not, the award will be made to the vendor that submits the lowest responsive bid/quote. **If the lowest responsive and responsible bidder IS a "local Davie vendor",**

**the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.**

For bid evaluation purposes, vendors that meet the definition of "local Broward County vendor" as detailed above shall be given a 2.5% evaluation credit. This shall mean that if a "local Broward County vendor" submits a bid/quote that is within 2.5% of the lowest price submitted by any non-Broward County vendor, the "local Broward County vendor" shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the "local Broward County vendor" submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the "local Broward County vendor". If not, the award will be made to the vendor that submits the lowest responsive bid/quote. **If the lowest responsive and responsible bidder IS a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.**

If there is a "local Davie vendor" and a "local Broward County vendor" participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the "local Davie vendor" will be given first option. If the "local Davie vendor" cannot beat the lowest bid received by at least 1%, an opportunity will be given to the "local Broward County vendor". If the "local Broward County vendor" cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.

If multiple "local Davie vendors" submit bids/quotes which are within 5% of the lowest bid/quote if that bid/quote is from a non-Broward County bidder, or within 2.5% of the lowest bid/quote if that bid/quote is from a local Broward County bidder, then all vendors will be asked to submit a "best and final offer (BAFO)". The award will be made to the "local Davie vendor" submitting the lowest BAFO providing that that BAFO is at least 1% lower than the lowest bid/quote received in the original solicitation. If no "local Davie vendor" can beat the lowest bid/quote by at least 1%, then the process will be repeated with all "local Broward County vendors" who have submitted a bid/quote which is within 2.5% of the lowest bid/quote. If no "local Davie vendor" and no "local Broward County vendor" can submit a BAFO that is at least 1% lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business.

**b) Competitive Proposal-** For evaluation purposes, "local Davie vendor" and "local Broward County vendor" shall be a criterion for award in any Request For Proposal unless specifically exempted by the Town Administrator or the Town Council.

**c) Exceptions**

**1.** No "local vendor" preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.

**2.** Utilization of a State or other agency contract.

**3.** State or Federal law prohibits the use of local preference.

**4.** The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies prohibit the use of local preferences.

**5.** Sole source or single source purchases.

**6.** The "local vendor" is either non-responsive or non-responsible.

**7.** All bids submitted exceed the budget amount for the project.

**8.** Emergency purchases.

**9.** The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.

18. Bid Protest Policy

If a vendor feels that they have been treated unfairly with regards to the results of a solicitation, or the resulting recommendation for award, they may protest the Town's action as follows:

1. The vendor must submit a letter to the Procurement Manager detailing the nature of the protest along with two (2) cashier's checks within three (3) working days of the notice of intent to award. The first check will be in the amount of $500 (hereinafter called "the administrative fee"). The second check will be in the amount of 1% of the bid amount (hereinafter called "the protest bond"). The Town's notices of intent to award are posted on the Town of Davie website.

2. If the Procurement Manager receives a bid protest letter along with the administrative fee and the protest bond as described above, the bid award process will be suspended and the protest will be referred to the Bid Protest Committee. However, if the project is needed to protect the health, safety, and/or welfare of the residents of the Town of Davie, the award of the project will proceed without interruption. The Bid Protest Committee shall consist of three (3) Town of Davie staff member to be selected by the Town Administrator. The Procurement Manager and the employee that wrote the recommendation for award may not sit as a member of the Bid Protest Committee. However, the Procurement Manager and the staff member that wrote the recommendation for award shall be present at the hearing of the Bid Protest Committee to answer any questions pertaining to the bid process or the evaluation process.

3. The Bid Protest Committee shall schedule a hearing within ten (10) working days of receipt of the protest letter. All parties having an interest in the outcome will be notified of the date and time of the hearing. If the bid protest is denied, the vendor will forfeit the protest bond. If the protest is upheld, the protest bond will be returned to the vendor. The administrative fee shall be non-refundable in all cases.

4. If the Bid Protest Committee denies the protest, the aggrieved vendor may appeal his/her case to the Davie Town Council. In order to appeal, the vendor must notify the

Town Administrator within three (3) working days of the Bid Protest Committee's ruling. Upon notification, the Town Administrator will schedule the appeal as an agenda item on the next available Town Council agenda. All bidders will be notified of the agenda date.

5. Once the bid protest is resolved, the Town will proceed with the bid award. Except as exempted in 2 above.

I. NATURE OF BID

The Town of Davie is soliciting bids for an annual contract for the purchase of fertilizers. This is a cooperative invitation to bid issued by the Town of Davie on behalf of the participating agencies referenced within the specifications, for the purchase of their estimated annual requirements. Any reference in the bid documents to a single entity shall apply to all participating entities referenced in the Invitation To Bid. The terms and conditions of the individual contracts and/or purchase orders including, but not limited to provisions regarding invoicing, individual delivery points, delivery instructions, and insurance requirements shall be established individually by each participating governmental entity prior to award.

**MUNICIPALITIES AND OTHER GOVERNMENTAL ENTITIES WHICH ARE NOT MEMBERS OF THE BROWARD CO-OP PURCHASING GROUP ARE STRICTLY PROHIBITED FROM UTILIZING ANY CONTRACT OR PURCHASE ORDER RESULTING FROM THIS BID. HOWEVER, OTHER CO-OP MEMBERS MAY PARTICIPATE IN THIS CONTRACT DURING THE RENEWAL PERIOD PROVIDED IT IS ACCEPTABLE TO THE VENDOR(S).**

Some of the co-op members may currently have a contract in place for the commodities listed herein. Those entities may participate in this bid at the expiration of their current contracts. **The Town of Davie local vendor preference policy DOES NOT apply to any co-op bids.**

II. SCOPE OF WORK

The successful Contractor(s) will furnish fertilizers necessary for the day-to-day operations of agencies participating in this cooperative bid. Contractor(s) will be required to make deliveries to locations as specified by the ordering agencies. **BIDDERS MUST SUBMIT A LABEL FOR ALL PRODUCTS THAT ARE BID TO INSURE COMPLIANCE WITH THE SPECIFICATIONS. NO SUBSTITUTIONS WILL BE ALLOWED ON ANY PRODUCT. FAILURE TO PROVIDE LABELS MAY NULLIFY YOUR BID.**

III. TERM OF CONTRACT

The bidder will be bidding on a two (2) year contract commencing upon award by the Town Council of the Town of Davie. The Town realizes that price increases may occur during the term of this contract. Vendors will be permitted to submit any requests for price increase once every six (6) months. All requests must be submitted with any supporting documentation. The Town will review any such requests for price increases and advise the vendor within fourteen (14) calendar days of the status of the request. If a vendor asks for a price increase and that price increase puts their bid above the price of the next lowest bidder, the Town will contact that next lowest bidder. If that next lowest bidder agrees to keep the original bid price firm, the Town reserves the right to transfer the award to the vendor keeping their price firm (making them the new lowest bidder). In all cases, the Town reserves the right to accept or reject any request for a price increase.

IV. DELIVERY

The Contractor(s) assumes the responsibility of delivering all items ordered within ten (10) calendar days after receipt of order. The Contractor(s) shall advise the using department if any items ordered are non-stock items and identify the expected delivery date of those items. All containers must be labeled and Contractor(s) must supply MSDS sheets (as described in section V.) with each delivery in accordance with OSHA Hazard Communication (29 CFR 1910.1200).

Delivery requirements, delivery locations, and dates will be established with the Contractor(s) by each individual participating agency. Contractor(s) shall await release by the authorized contact person at each agency for all shipments. Contractor(s) must agree to accept "blanket" purchase orders, with verbal requests for partial shipments, regardless of quantity, if requested by the participating entities.

V. OCCUPATIONAL HEALTH AND SAFETY

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a MATERIAL SAFETY DATA SHEET (MSDS). The MSDS must be maintained by the user agency and must include the following information:

1. The chemical name and the common name of the toxic substance.
2. Hazards or other risks in the use of the toxic substance including:
   a. The potential for fire, corrosiveness, and reactivity
   b. The known acute and chronic health effect of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance.
3. The proper precautions, handling practices, necessary personal protection equipment, and other safety precautions in the use of or exposure to the toxic

substances, including appropriate emergency treatment in the case of overexposure.

4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risk posed by the toxic substance intended to alert any person reading this information.

6. The year and month, if available, that the information was compiled, and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

ANY QUESTIONS REGARDING THIS REQUIREMENT SHOULD BE DIRECTED TO:

Department of Labor and Employment Security
Bureau of Industrial Safety & Health
Toxic Waste Information Center
2551 Executive Center Circle West
Tallahassee, Florida 32301-5014
Telephone: 800-367-4378 or 904-488-3044

VI. AWARD OF CONTRACT

The Town of Davie reserves the right to accept or reject any or all bids. The Town further reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the Town.

Each participating agency will award the bid and execute its own contract with the Contractor(s) in accordance with their respective purchasing policies and procedures.

VII. QUANTITIES

No warranty or guarantee is given or implied as to the total amounts to be purchased resulting from this contract. The quantities stated in this bid are estimates of annual usage, to be used for bid comparison purposes only. All products will be ordered on an as needed basis.

No minimum quantity per shipment can be guaranteed. However, some of the larger agencies may be able to accept shipments of one (1) ton or more. Therefore, vendors may quote a price for "BULK" which shall be the price for one ton or more in a single shipment and "NON-BULK" which shall be the price for any quantity less than one ton. All shipments will be made in the appropriately sized bags regardless of quantities ordered.

VIII. UNIT OF MEASURE

Bidders MUST bid on the unit of measure requested on the pricing pages regardless of the packaging size. No changes to the units of measure will be

accepted. Should a vendor change the unit of measure on a particular product, his/her bid for that product WILL NOT be evaluated.

IX. PARTICIPATING AGENCIES

Town of Davie
City of Deerfield Beach
City of Miami Beach
City of Lauderhill
City of Coral Springs
City of North Miami
City of Hollywood
City of Cooper City
City of Coconut Creek
City of Fort Lauderdale
City of Hallandale Beach
City of Lauderdale Lakes
City of Riviera Beach
City of Boynton Beach
City of Oakland Park
City of Margate
City of Oakland Park
City of Miramar
City of Tamarac
City of Sunrise
City of Boca Raton
City of Dania Beach
City of Miami Gardens
City of North Miami Beach
City of Pompano Beach
City of Miami
City of West Palm Beach

X. INSURANCE

It shall be the responsibility of the successful vendor(s) to maintain all required insurance during the term of this contract. Insurance certificates must be furnished to each co-op agency upon request.

Comprehensive General Liability with minimum limits of Five Hundred Thousand ($500,000.00) per occurrence combined single limit for bodily injury liability and property damage liability.

Workers' Compensation Insurance in accordance with statutory requirements. Employer's Liability Insurance with minimum limits of
$100,000.00 for each accident,
$500,000 disease (policy limit) and
$100,000 disease (each employee).

Business Automobile Liability with minimum limits of
($500,000.00) per occurrence combined single limit for bodily injury liability and property damage.

The successful vendor(s) must provide the co-op agencies with thirty (30) days written notice of any change or cancellation to these policies.

Vendor(s) must comply with any additional insurance requirements that may be required by any of the co-op agencies.

XI.PAYMENT

Payments will be made in accordance with the accepted practice of each co-op agency. In no case will the payment date exceed the legal requirement as set forth in the Florida Prompt Payment Act.

XII.CANCELLATION

The Town of Davie reserves the right to cancel this contract upon written notice should the bidder fail to reasonably supply goods as outlined herein.

XIII.PRODUCTS

**Item 1**: 6-2-0 (Milorganite) 100% Natural Organic Fertilizer

Guaranteed Analysis:

| | |
|---|---|
| Nitrogen | 6.00% |
| Water Soluble Organic Nitrogen | 1.00% |
| Water Insoluble (N) | 5.00% |
| Available Phosphoric Acid | 2.00% |
| Soluble Potash | 0.00% |
| Iron | 0.50% |

Derived From: Digested Sewage Sludge

| | |
|---|---|
| Approximate annual usage | 67,600 lbs. |
| Preferred Packaging | 50 lb. bags |

BULK Price $_____/lb.

NON-BULK Price $_____/lb.

Manufacturer and Trade Name _____

Packaging _____

**Item 2**: 24-2-11 (St. Augustine and Bahia Fertilizer)

Approximate Analysis:

| | |
|---|---|
| Total Nitrogen | 24.00% |
| Ammoniacal Nitrogen | 1.90% |
| Urea Nitrogen | 22.10% |
| Phosphoric Acid | 2.00% |
| Soluble Potash | 11.00% |
| Chlorine (not more than) | 8.75% |

Primary Plant Nutrient Sources: Poly Coated Sulfur Coated Urea (or 50% Poly Coated Urea), Urea, Diammonium Phosphate, Muriate of Potash

Additional Nutrients:

| | |
|---|---|
| Iron (Fe) | 3.00% |
| Manganese (Mn) | 1.00% |

Bulk Density: 50-60 lbs. per cubic ft.
Screening Size: 90% pass through a 6 mesh and retained on a 16 mesh U.S. sieve.
High density, dust free, uniform size granular fertilizer. NO INERT FILLERS.
100% Plastic Bags-**NO PAPER**.

*The urea nitrogen has been poly-sulfur coated to provide 9.6 units coated slow release Nitrogen (N).

| | |
|---|---|
| Approximate annual usage | 185,500 lbs. |
| Preferred Packaging | 50 lb. bags |
| BULK Price | $_____/lb. |
| NON-BULK Price | $_____/lb. |
| Manufacturer and Trade Name | _____ |
| Packaging | _____ |

**Item 3**: 15-2-15 (Bermuda, St. Augustine, Bahia Fertilizer)
Approximate Analysis:

| | |
|---|---|
| Total Nitrogen (N) | 15.0% |
| Ammoniacal Nitrogen | 1.95% |
| Urea Nitrogen (CSRN 5.60) | 13.05% |
| Available Phosphoric Acid (p205) | 2.00% |
| Soluble Potash (k20) | 15.00% |

Primary Plant Nutrient Sources: Poly coated sulfur coated urea (or 100% Poly coated urea), urea, diammonium phosphate, sulfate of potash, sulfate of potash-magnesia.

| | |
|---|---|
| Total Magnesium (mg) | 2.00% |
| Water soluble magnesium (mg) | 2.00% |
| Iron (fe) | 2.00% |
| Manganese (mn) | 2.00% |
| Sulfur (s) | 2.00% |
| Free (s) | 2.50% |
| Combined (s) | 7.60% |

*The urea nitrogen has been poly-sulfur coated to provide 6.75 units of coated slow release nitrogen (N)

Bulk Density: 50-60 lbs. per cubic ft.
Screen Size: 90% pass through a 6 mesh and retained on a 16 mesh U.S. sieve.
High density, dust free, uniform particle size. NO INERT FILLERS. 100% Plastic Bags-**NO PAPER.**

| | |
|---|---|
| Approximate annual usage | 30,000 lbs. |
| Preferred Packaging | 50 lb. bags |
| BULK Price | $_____/lb. |
| NON-BULK Price | $_____/lb. |
| Manufacturer and Trade Name | _____ |
| Packaging | _____ |

**Item 4**: 15-0-15 Weed & Feed fertilizer with 0.92% atrazine.
Approximate Analysis:

| | |
|---|---|
| Total Nitrogen | 15.00% |
| Nitrogen | 0.85% |
| Urea Nitrogen | 16.15% |
| Soluble Potash | 15.00% |

Primary Plant Nutrient Sources: Poly coated sulfur coated urea (or 100% poly coated urea), urea, sulfate of potash.

| | |
|---|---|
| Iron (Fe) | 0.25% |
| Manganese (Mn) | 0.13% |

*The urea has been poly-sulfur coated to provide 3.19 units coated slow release Nitrogen (N).

Bulk density: 60-70 lbs. per cubic ft.
Sieve size: 90% of particles pass through a 12 mesh and retained on a 40 mesh U.S. sieve.
High density, dust free, uniform granular size. NO INERT FILLERS. 100% Plastic Bags-**NO PAPER**.

| | |
|---|---|
| Approximate annual usage | 338,000 lbs. |
| Preferred Packaging | 50 lb. bags |
| BULK Price | $_____/lb. |
| NON-BULK Price | $_____/lb. |
| Manufacturer and Trade Name | _____ |
| Packaging | _____ |

**Item 5**: Ammonium Sulfate 21-0-0 (Prill Type-Turf Grade)
Approximate Analysis:

| | |
|---|---|
| Total Nitrogen | 21.00% |
| Ammoniacal Nitrogen | 21.00% |

Derived from: Ammonium Sulfate

Bulk Density 50-60 lbs. per cubic foot
Sieve size: 90% pass through 6 mesh and retained on 16 mesh (U.S.). High density, dust free, uniform size granular fertilizer. 100% Plastic Bags-**NO PAPER**.

| | |
|---|---|
| Approximate annual usage | 32,000 lbs. |
| Preferred Packaging | 50 lb. bags |

BULK Price $_____/lb.

NON-BULK Price $_____/lb.

Manufacturer and Trade Name _____

Packaging _____

**Item 6**: Ammonium Sulfate 21-0-0 (Prill Type-Turf Grade). SAME AS PREVIOUS ITEM EXCEPT THIS ITEMS IS "GREENS GRADE"

Approximate Analysis:

| | |
|---|---|
| Total Nitrogen | 21.00% |
| Ammoniacal Nitrogen | 21.00% |

Derived from: Ammonium Sulfate

Bulk Density 50-60 lbs. per cubic foot
Sieve size: 90% pass through 6 mesh and retained on 16 mesh (U.S.). High density, dust free, uniform size granular fertilizer. 100% Plastic Bags-**NO PAPER**.

| | |
|---|---|
| Approximate annual usage | 52,000 lbs. |
| Preferred Packaging | 50 lb. bags |

BULK Price $_____/lb.

NON-BULK Price $_____/lb.

Manufacturer and Trade Name _____

Packaging _____

**Item 7**: 0-0-50-17s Granular Sulfate of Potash (potassium sulfate) $K_2SO_4$
(Prill type-turf grade)
Approximate Analysis:

| | |
|---|---|
| Soluble Potash ($K_2O$) | 50.00% |
| Sulfur (S) | 17.30% |
| Chlorine (CL) not more than | .30% |

Bulk Density: 75 lbs. per cubic ft.
Sieve size: 90% pass through 6 mesh and retained on a 16 mesh (U.S.). High density, dust free, uniform size granular fertilizer. 100% Plastic Bags-**NO PAPER**.

| | |
|---|---|
| Approximate annual usage | 37,000 lbs. |
| Preferred Packaging | 50 lb. bags |

BULK Price $_____/lb.

NON-BULK Price $_____/lb.

Manufacturer and Trade Name _____

Packaging _____

**Item 8**: 0-0-21 Sulfate of Potash-Magnesia

Guaranteed Analysis:

| | |
|---|---|
| Soluble Potash (K2O) | 21.00% |
| Magnesium (Mg) Total | 11.00% |
| Sulfur (S) Total | 20.00% |
| Derived From: Sulfate of Potash-Magnesia | |
| Chlorine (Cl) max | 2.00% |

Sieve size: 90% pass through 6 mesh and retained on a 16 mesh (U.S.). High density, dust free, uniform size granular fertilizer. 100% Plastic Bags-**NO PAPER**.

Approximate annual usage 20,800 lbs.
Preferred Packaging 50 lb. bags

BULK Price $_____/lb.

NON-BULK Price $_____/lb.

Manufacturer and Trade Name _____

Packaging _____

**Item 9**: 0-0-21 Sulfate of Potash-Magnesia. SAME AS PREVIOUS ITEM EXCEPT THIS ITEMS IS "GREENS GRADE"

Guaranteed Analysis:

| | |
|---|---|
| Soluble Potash (K2O) | 21.00% |
| Magnesium (Mg) Total | 11.00% |
| Sulfur (S) Total | 20.00% |
| Derived From: Sulfate of Potash-Magnesia | |
| Chlorine (Cl) max | 2.00% |

Sieve size: 90% pass through 6 mesh and retained on a 16 mesh (U.S.). High density, dust free, uniform size granular fertilizer. 100% Plastic Bags-**NO PAPER**.

Approximate annual usage 38,000 lbs.
Preferred Packaging 50 lb. bags

BULK Price $_____/lb.

NON-BULK Price $_____/lb.

Manufacturer and Trade Name _____

Packaging _____

**Item 10**: Liquid Micronutrient Soil Supplement

Guaranteed analysis:

| | |
|---|---|
| Magnesium (Mg) Total | 1.00% |
| 1.00% water soluble magnesium (Mg) | |
| Sulphur (S) Total | 5.75% |
| 5.75% Combined Sulfur (S) | |
| Iron (FE) Total | 3.00% |
| 2.75% Chelated Iron (Fe) | |
| Manganese (Mn)Total | 4.00% |
| 3.75% Chelated Manganese (Mn) | |

Derived from: Magnesium Sulfate, Iron Sulfate, Iron Lignin Sulfonate, Manganese Sulfate, and Manganese Lignin Sulfonate

This is a chelated nutrient solution.

| | |
|---|---|
| Approximate annual usage | 2000 Gals. |
| Preferred Packaging | 2 1/2 gal. containers and 55 gal. drums |
| Net Unit Price | $_____/gal. (for 2 /12 gal container) |
| Net Unit Price | $ _____ /gal. (for 55 gal. drum) |
| Manufacturer and Trade Name | _____ |
| Packaging | _____ |

**Item 11**: 13-3-13 Tree and Palm Fertilizer

Approximate Analysis:

| | |
|---|---|
| Total Nitrogen | 13.00% |
| Ammoniacal Nitrogen | 1.15% |
| Urea Nitrogen | 11.85% |
| Phosphoric Acid (p2o5) | 3.00% |
| Soluble Potash | 13.00% |
| Chlorine (CL) not more than | 2.00% |

Primary Plant Nutrient Sources: Poly coated sulfur coated urea (Poly coated urea), urea, Diammonium phosphate, poly coated sulfur coated (poly coated sulfate of potash) Sulfate of Potash, sulfate of potash-magnesia.

| | |
|---|---|
| Magnesium (Mg) as water soluble | 5.00% |
| Boron (B) | 0.03% |
| Copper (Cu) | 0.03% |
| Iron (Fe) | 1.90% |
| Manganese (Mn) | 5.00% |
| Zinc (Zn) | 0.06% |
| Sulfur (S) | 10.30% |

*The urea nitrogen and soluble potash materials have been poly sulfur coated to provide 5.85 units coated slow release nitrogen (N) and 2.45 units coated slow release soluble potash (K2O)

Bulk Density: 50-60 lbs. per cubic ft.
Screening Size: 90% pass through a 6 mesh and retained on 16 mesh (U.S.)
High Density, Dust Free, Uniform Particle Size. NO INERT FILLERS. 100% Plastic Bags-NO PAPER.

| | |
|---|---|
| Approximate annual usage | 116,500 lbs. |
| Preferred Packaging | 50 lb. bags |
| BULK Price | $_____/lb. |
| NON-BULK Price | $_____/lb. |
| Manufacturer and Trade Name | _____ |
| Packaging | _____ |

**Item 12**: 8-2-12 Palm Fertilizer

Guaranteed Analysis:

| | |
|---|---|
| Total Nitrogen (N) | 8.00% |
| Nitrate Nitrogen | 0.00% |
| Ammoniacal Nitrogen | 0.00% |
| Other/Water soluble nitrogen (and/or urea nitrogen) | 8.00% |
| Water Insoluble organic nitrogen | 0.00% |
| Available phosphoric acid | 2.00% |
| Soluble potash | 12.00% |
| Chlorine not more than | 2.00% |
| Total Magnesium | 4.00% |
| 4.00% water soluble magnesium (Mg) | |
| Boron (B) | .05% |
| Total Copper (Cu) | .05% |
| .05% soluble Copper (Cu) | |
| Total Zinc (Zn) | .15% |
| .15% Soluble Zinc (Zn) | |
| Total Iron (Fe) | .03% |
| .03% Chelated Iron (Fe) | |
| Total Sulfur (S) | 12.00% |
| 5.00% Free Sulfur | |
| 7.00% Combined Sulfur (S) | |

Plant Nutrients derived from: Polymer coated sulfur coated urea, triple superphosphate, polymer sulfur coated potash, sodium borate, copper sulfate, zinc sulfate, manganese sulfate, Iron EDTA, magnesium sulfate.

Contains 5.60 units slow release nitrogen from polymer coated sulfur coated urea.
Contains 8.40 units polymer coated sulfur coated potash
Contains granular Kieserite, a natural form of slowly available magnesium sulfate.

100% Plastic Bags-NO PAPER.

Approximate annual usage 111,600 lbs.
Preferred Packaging 50 lb. bags

BULK Price $_____/lb.

NON-BULK Price $_____/lb.

Manufacturer and Trade Name _____

Packaging _____

**Item 13**: Manganese Sulfate-Techmangam (Prill Type-Turf Grade)

| | |
|---|---|
| Water soluble manganese (Mn) | 29.50% |
| Manganese Sulfate | 75.00% |
| Ammonium Sulfate | 15.00% |
| Manganese Sulfate | 1.00% |
| Calcium Sulfate | 1.00% |

| | |
|---|---|
| Approximate annual usage | 13,700 lbs. |
| Preferred Packaging | 50 lb. bags |

BULK Price $_____/lb.

NON-BULK Price $_____/lb.

Manufacturer and Trade Name _____

Packaging _____

**Item 14**: 20-0-10 Bermuda Sports Turf Fertilizer . NO SUBSTITUTIONS WILL BE ACCEPTED.
Approximate Analysis:

| | |
|---|---|
| Total Nitrogen (N) | 20.00% |
| 10.00% Nitrate Nitrogen | |
| 7.85% Other /water soluble Nitrogen (and/or urea nitrogen) | |
| 2.15% Water insoluble Nitrogen | |
| Available Phosphate | None |
| Soluble Potash | 10.00% |
| Chlorine not more than | 4.99% |

Derived fromSulfate of ammonia, polymer coated sulfur coated urea, methylene urea, muriate of potash, sulphate of potash, sulfate of potash magnesium
7.75 UNITS=slow release nitrogen
0.00 units=slow release phosphate

Statement of secondary plant food:

| | |
|---|---|
| Total Magnesium as MG | 1.00% |
| Total Manganese as MN | 1.00% |
| Total Iron as FE | 1.00% |

Bulk Density: 50-60 lbs. per cubic ft.
Screening Size: 90% pass through a 6 mesh and retained on a 16 mesh U.S. sieve.
High density, dust free, uniform granular size. NO INERT FILLERS. 100% Plastic Bags-NO PAPER.

| | |
|---|---|
| Approximate annual usage | 16,000 lbs. |
| Preferred Packaging | 50 lb. bags |

BULK Price $_____/lb.

NON-BULK Price $_____/lb.

Manufacturer and Trade Name _____

Packaging _____

**Item 15**: 20-2-10 Professional Turf Fertilizer

| | |
|---|---|
| Approximate Analysis: | |
| Total Nitrogen | 20.00% |
| 8.78% ammoniacal nitrogen | |
| 11.22% urea nitrogen | |
| Available Phosphate | 2.00% |
| Soluble Potash | 10.00% |
| Sulfur (S) Total | 10.00% |
| 2.46% Free Sulfur | |
| 7.54% Combined Sulfur | |
| Iron (Fe) Total | 4.00% |
| Manganese (Mn), Total | 1.00% |

Derived From: Poly coated sulfur coated urea, urea, ammonium sulfate, ammonium phosphate, muriate of potash, iron oxide, manganese sucrate.

| | |
|---|---|
| Chlorine (Cl) Max | 8.00% |

High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

| | |
|---|---|
| Approximate annual usage | 87,000 lbs. |
| Preferred Packaging | 50 lb. bags |
| BULK Price | $_____/lb. |
| NON-BULK Price | $_____/lb. |
| Manufacturer and Trade Name | _____ |
| Packaging | _____ |

**Item 16**: 9-2-24 Turf Fertilizer

Approximate Analysis:

| | |
|---|---|
| Total Nitrogen | 9.00% |
| 0.78% ammoniacal nitrogen | |
| 8.22% urea nitrogen | |
| Available Phosphate | 2.00% |
| Soluble Potash | 24.00% |
| Magnesium | 2.00% |
| Sulfur (S) Total | 9.90% |
| 1.40% Sulfur (S) Free | |
| 8.50% Sulfur (S) Combined | |
| Iron (fe) Total | 6.00% |
| Manganese (Mn) Total | 2.00% |
| 0.29% Water soluble manganese | |

Derived From: Poly coated sulfur coated urea, urea, ammonium phosphate, sulfate of potash-magnesia, sulfate of potash, muriate of potash, manganese sucrate, iron dioxide. 25% of the slow release derived from poly coated sulfur coated urea.

| | |
|---|---|
| Chlorine (Cl) Max | 6.50% |

High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

| | |
|---|---|
| Approximate annual usage | 77,000 lbs. |
| Preferred Packaging | 50 lb. bags |

BULK Price $_____/lb.

NON-BULK Price $_____/lb.

Manufacturer and Trade Name _____

Packaging _____

**Item 17**: 15-0-22 Turf Fertilizer

Guaranteed Analysis:

| | |
|---|---|
| Total Nitrogen | 15.00% |
| 15.00% urea nitrogen | |
| Soluble Potash | 22.00% |
| Magnesium (Mg) Total | 2.00% |
| 2.00% Water Soluble Magnesium | |
| Sulfur (S0 Total | 9.70% |
| 2.30% Sulfur (free) | |
| 7.40% Sulfur (combined) | |
| Iron | 2.00% |
| Manganese (Mn) Total | 2.00% |

Derived from: Poly coated sulfur urea, urea, muriate of potash, sulfate of potash, sulfate of potash-magnesia, iron oxide, manganese sucrate. 25% of the slow release derived from poly coated sulfur coated urea.

| | |
|---|---|
| 0.29% Water Soluble Manganese | |
| Chlorine (Cl) Max | 6.75% |

High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

| | |
|---|---|
| Approximate annual usage | 171,600 lbs. |
| Preferred Packaging | 50 lb. bags |
| BULK Price | $_____/lb. |
| NON-BULK Price | $_____/lb. |
| Manufacturer and Trade Name | _____ |
| Packaging | _____ |

**Item 18**: 16-2-8 Turf Fertilizer
Guaranteed Analysis:

| | |
|---|---|
| Total Nitrogen | 16.00% |
| Ammoniacal Nitrogen | 1.50% |
| Urea Nitrogen | 14.50% |
| Phosphoric Acid | 2.00% |
| Soluble Potash | 8.00% |
| Chlorine, not more than | 6.50% |
| Iron | 3.00% |
| Manganese | 1.00% |
| Sulfur (total) | 8.75% |
| Sulfur (free) | 2.50% |
| Sulfur (combined) | 6.25% |

Primary Plant Nutrient Sources: Sulfur coated urea, urea, ammonium sulfate, diammonium phosphate, muriate of potash.
Secondary Plant Nutrient Sources: Sulfur coated urea, ammonium sulfate.

*The urea has been coated to provide 7.20 units of coated slow release nitrogen.

Bulk Density: 50-60 lbs. per cubic foot
Sieve Size: 90% pass through 6 mesh and retained on 16 mesh (U.S.). High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

| | |
|---|---|
| Approximate annual usage | 20,000 lbs. |
| Preferred Packaging | 50 lb. bags |
| BULK Price | $_____/lb. |
| NON-BULK Price | $_____/lb. |
| Manufacturer and Trade Name | _____ |
| Packaging | _____ |

**Item 19**: 18-24-12 Turf Fertilizer Starter and Fall Feed
Guaranteed Analysis:

| | |
|---|---|
| Total Nitrogen | 18.00% |
| 9.00% Ammoniacal Nitrogen | |
| 4.50% Sulfur Coated Urea | |
| 4.50% Urea Nitrogen | |
| Available Phosphoric Acid | 24.00% |
| Soluble Potash | 12.00% |
| Sulfur | 5.00% |

Bulk Density: 50-60 lbs. per cubic foot

90% of particles pass through a 6-mesh and are retained on a 16-mesh U.S. Sieve. High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

| | |
|---|---|
| Approximate annual usage | 37,500 lbs. |
| Preferred Packaging | 50 lb. bags |

BULK Price $_____/lb.

NON-BULK Price $_____/lb.

Manufacturer and Trade Name _____

Packaging _____

**Item 20**: 20-20-20 Turf Fertilizer

Guaranteed Analysis:

| | |
|---|---|
| Total Nitrogen | 20.00% |
| 7.9% Ammoniacal Nitrogen | |
| 5.9% Macro Nitrogen | |
| 6.2% Urea Nitrogen | |
| Available Phosphate | 20.00% |
| Soluble Potash | 20.00% |
| Boron | 0.02% |
| Copper | 0.05% |
| Iron | 0.10% |
| Manganese | 0.05% |
| Zinc | 0.0005% |
| Chlorine not more than | 2.00% |

High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

Approximate annual usage 15,000 lbs.
Preferred Packaging 25 lb. bags

BULK Price $_____/lb.

NON-BULK Price $_____/lb.

Manufacturer and Trade Name _____

Packaging _____

**Item 21**: 14-14-14 Ornamental All Purpose Fertilizer

Guaranteed Analysis:

| | |
|---|---|
| Total Nitrogen | 14.00% |
| 5.45% Ammoniacal Nitrogen | |
| 8.55% Urea Nitrogen | |
| Available Phosphate | 14.00% |
| Soluble Potash | 14.00% |
| Total Sulphur | 19.40% |
| 14.40% Free Sulfur | |
| 5.00% Combined Sulfur | |
| Total Iron | 0.45% |
| Manganese | 0.45% |
| Chlorine not more than | 1.00% |

100% of the slow release derived from poly coated sulfur coated urea. High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

Approximate annual usage 8,500 lbs.
Preferred Packaging 50 lb. bags

BULK Price $_____/lb.

NON-BULK Price $_____/lb.

Manufacturer and Trade Name _____

Packaging _____

**Item 22**: 19-0-19 with 1.31% Pre-M or Pendamethalon Turf Fertilizer with pre-emergent weed control

Guaranteed Analysis:

| | |
|---|---|
| Total Nitrogen | 19.00% |
| 19.00% Urea Nitrogen | |
| Soluble Potash | 19.00% |
| Total Sulphur | 11.40% |
| 4.60% Free Sulphur | |
| 6.80% Combined Sulphur | |
| Iron 2.00% | |
| Manganese | 3.00% |
| Chlorine not more than | 2.00% |
| Pre-M | 1.31% |
| High density, dust free, uniform size granular fertilizer. No Inert Fillers. | 100% |

Plastic Bags-NO PAPER.

Approximate annual usage 36,500 lbs.
Preferred Packaging 50 lb. bags

BULK Price $_____/lb.

NON-BULK Price $_____/lb.

Manufacturer and Trade Name _____

Packaging _____

**Item 23**: 24-2-11 Talstar 0.069% Plus Fertilizer

Guaranteed Analysis:

| | |
|---|---|
| Talstar | 0.069% |
| Total Nitrogen | 24.00% |
| Available Phosphate | 2.00% |
| Soluble Potash | 11.00% |
| Sulphur Total | 3.70% |
| Iron Total | 4.00% |
| Manganese Total | 1.00% |

Derived from : Polymer coated sulfur coated urea, urea, ammonium phosphate, muriate of potash, iron sucrate, manganese sucrate.

Chlorine (max) 8.30%

High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100%

Plastic Bags-NO PAPER.

Approximate annual usage 115,500 lbs.

Preferred Packaging 50 lb. bags

BULK Price $_____/lb.

NON-BULK Price $_____/lb.

Manufacturer and Trade Name _____

Packaging _____

**Item 24**: 24-2-11 Talstar Granular Insecticide with Fertilizer

Guaranteed Analysis:

| | |
|---|---|
| Talstar | 0.069% |
| Ammoniacal Nitrogen | 6.80% |
| Water Soluable Nitrogen | 17.20% |
| Phosphorus | 2.00% |
| Soluble Potassium a K2O | 11.00% |
| Chlorine not more than | 13.00% |
| Iron | 3.00% |
| Slow Release Nitrogen | 8.40% |
| Bifen | 0.069% |

Derived from : Ammonium sulfate, Diammonium phosphate, urea, polymer sulfur coated urea, muriate of potash, iron oxide.

High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

Approximate annual usage 74,000 lbs.
Preferred Packaging 50 lb. bags

BULK Price $_____/lb.

NON-BULK Price $_____/lb.

Manufacturer and Trade Name _____

Packaging _____

**Item 25**: 22-2-11 Atrazine 1.05% Plus Fertilizer
Guaranteed Analysis:

| | |
|---|---|
| Atrazine | 1.05% |
| Total Nitrogen | 22.00% |
| Available Phosphate | 2.00% |
| Soluble Potash | 11.00% |
| Sulfur Total | 8.00% |
| Iron Total | 1.00% |
| Manganese Total | 0.50% |

Derived from : Polymer coated sulfur coated urea, urea, ammonium sulfate, ammonium phosphate, muriate of potash, iron sucrate, manganese sucrate.
Chlorine (max) 8.25%

High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

Approximate annual usage 100,000 lbs.
Preferred Packaging 50 lb. bags

BULK Price $_____/lb.

NON-BULK Price $_____/lb.

Manufacturer and Trade Name _____

Packaging _____

**Item 26**: High Manganese Combo Chelated Micronutrients
Guaranteed Analysis:

| | |
|---|---|
| Manganese (Mg) Total | 1.00% |
| Sulfur Total | 5.75% |
| Iron Total | 3.00% |
| Manganese Total | 4.00% |

Derived from : Manganese sulfate, Iron citrate, Iron lignin sulfocate, Manganese citrate and Manganese lignin sulfocate. 8.25%

Approximate annual usage 1500 gals.
Preferred Packaging 2 ½ gal. container

NON-BULK Price $_____/gal.

Manufacturer and Trade Name _____

Packaging _____

**Item 27**: 13-2-13

Guaranteed Analysis:

| | |
|---|---|
| Total Nitrogen | 13.00% |
| 0.40% Ammoniacal Nitrogen | |
| 12.60% Urea Nitrogen | |
| Available Phosphate | 2.00% |
| Soluble Potash | 13.00% |
| Sulfur Total | 13.50% |
| 9.50% Free Sulfur | |
| 4.00% Combined Sulfur | |
| Iron Total | 3.60% |
| 0.03% Water Soluble Iron | |
| Manganese Total | 2.70% |
| 0.35% Water Soluble Manganese | |

Derived from : Polymer coated sulfur coated urea, ammonium phosphate, sulfate of Potash, Iron Sucrate, Manganese Sucrate.

Chlorine (max) 2.00%

High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

Approximate annual usage 29,000 lbs.
Preferred Packaging 50 lb. bags

BULK Price $_____/lb.

NON-BULK Price $_____/lb.

Manufacturer and Trade Name _____

Packaging _____

**Item 28**: 14-2-14

| | |
|---|---|
| Guaranteed Analysis: | |
| Total Nitrogen | 14.00% |
| 6.00% Ammoniacal Nitrogen | |
| 8.00% Urea Nitrogen | |
| Available Phosphate | 2.00% |
| Soluble Potash | 14.00% |
| Magnesium Total | 0.90% |
| 0.01% Water Soluble Magnesium | |
| Sulfur Total | 14.20% |
| 4.20% Free Sulfur | |
| 10.00% Combined Sulfur | |
| Iron Total | 2.40% |
| 0.024% Water Soluble Iron | |
| Manganese Total | 0.90% |
| 0.289% Water Soluble Manganese | |

Derived from : Polymer coated sulfur coated urea, urea, ammonium phosphate, ammonium sulfate, sulfate of Potash, Iron Sucrate, Manganese Sucrate, Magnesium Sucrate.

Chlorine (max) 2.00%

High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

Approximate annual usage 10,000 lbs.
Preferred Packaging 50 lb. bags

BULK Price $_____/lb.

NON-BULK Price $_____/lb.

Manufacturer and Trade Name _____

Packaging _____

**Item 29**: 14-2-14. SAME AS PREVIOUS ITEM EXCEPT THIS ITEMS IS "GREENS GRADE"

| | |
|---|---|
| Guaranteed Analysis: | |
| Total Nitrogen | 14.00% |
| 6.00% Ammoniacal Nitrogen | |
| 8.00% Urea Nitrogen | |
| Available Phosphate | 2.00% |
| Soluble Potash | 14.00% |
| Magnesium Total | 0.90% |
| 0.01% Water Soluble Magnesium | |
| Sulfur Total | 14.20% |
| 4.20% Free Sulfur | |
| 10.00% Combined Sulfur | |
| Iron Total | 2.40% |
| 0.024% Water Soluble Iron | |
| Manganese Total | 0.90% |
| 0.289% Water Soluble Manganese | |

Derived from : Polymer coated sulfur coated urea, urea, ammonium phosphate, ammonium sulfate, sulfate of Potash, Iron Sucrate, Manganese Sucrate, Magnesium Sucrate.

Chlorine (max) 2.00%

High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

Approximate annual usage 22,000 lbs.
Preferred Packaging 50 lb. bags

BULK Price $_____/lb.

NON-BULK Price $_____/lb.

Manufacturer and Trade Name _____

Packaging _____

**Item 30**: 24-0-11

| | |
|---|---|
| Guaranteed Analysis: | |
| Total Nitrogen | 24.00% |
| 24.00% Urea Nitrogen | |
| Soluble Potash | 11.00% |
| Sulfur Total | 3.69% |
| 3.69% Free Sulfur | |
| Iron Total | 3.00% |
| 0.03% Water Soluble Iron | |
| Manganese Total | 1.00% |
| 0.14% Water Soluble Manganese | |

Derived from : Polymer coated sulfur coated urea, urea, Muriate of Potash, Iron Sucrate, Manganese Sucrate.

High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

| | |
|---|---|
| Approximate annual usage | 158,400 lbs. |
| Preferred Packaging | 50 lb. bags |

BULK Price $_____/lb.

NON-BULK Price $_____/lb.

Manufacturer and Trade Name _____

Packaging _____

**Item 31**: Superthrive- Vitamin Hormone Additive

Approximate annual usage 900 gals.
Preferred Packaging 1 gal. container

NON-BULK Price $_____/gal.

Manufacturer and Trade Name _____

Packaging _____

**Item 32**: 21-0-7 Atrazine 1.05% Plus Fertilizer, weed control with premium turf food

Active Ingredients:

| | |
|---|---|
| Atrazine, 2-chloro-4-ethylamino-6-isopropylamino-s-triazine | 1.05% |
| Related active triazine compounds | 0.04% |
| Other Ingredients | 98.91% |

Guaranteed Analysis:

| | |
|---|---|
| Total Nitrogen | 21.00% |
| 4.00% Ammoniacal Nitrogen | |
| 17.00% Urea Nitrogen | |
| Soluble Potash | 7.00% |
| Sulfur | 6.29% |
| Iron | 1.00% |
| Manganese | 0.5% |
| 0.042% Water Soluble Manganese | |

Derived from : Polymer coated urea, urea, ammonium sulfate, sulfate of potash, Iron Sucrate, Manganese Sucrate.

High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

Approximate annual usage 30,000 lbs.
Preferred Packaging 50 lb. bags

BULK Price $_____/lb.

NON-BULK Price $_____/lb.

Manufacturer and Trade Name _____

Packaging _____

BIDDER_____

ADDRESS_____

BY_____
Signature

_____
Please Type or Print Signature Name Here

TITLE_____

DATE_____

PHONE_____

FAX _____

E-MAIL ADDRESS_____

Will your company accept payment via the Town of Davie's Visa procurement card?

Please circle one Yes No

**You MUST return a completed W-9 form and a completed Vendor/Bidder Disclosure form with your bid.**

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

*Example.* Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

*Also see Special rules for partnerships* on page 1.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

***Caution:*** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# Town of Davie
# Vendor/Bidder Disclosure

I, _____, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: _____

Address: _____

_____

FEIN _____

State and date of incorporation _____

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| Full Legal Name | Address | Ownership |
|---|---|---|
| | | % |
| | | % |
| | | % |
| | | % |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name Address

_____

_____

_____

_____

By:_____ Date:_____
Signature of Affiant

_____
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this _____ day of _____ 20__, by _____, he/she is personally known to me or has presented _____ as identification.

_____
Notary Public, State of Florida at Large

_____
Print or Stamp of Notary

_____
Serial Number

My Commission Expires :_____

**TOWN OF DAVIE**
**E-VERIFY FORM**

Bid No: _____

Project Description: _____

_____

Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and

(b) all persons (including subcontractors/subvendors) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

Company/Firm: _____

Authorized Signature: _____

Print Name_____

Title: _____

Date: _____

## BID SUBMITTAL COMPLETION CONFIRMATION for ITB's:

_____ I, the Bidder, have completed and signed (preferably in blue ink) all required bid document pages.

_____ I, the Bidder, have submitted my bid on the bid sheets provided, and acknowledge that bids not submitted on bid sheets provided may be rejected.

_____ I, the Bidder, have filled in all spaces on the pricing page as noted, and acknowledged that bids with spaces left blank on the pricing page may be rejected.

_____ I, the bidder, have included all information, certificates, licenses and additional documentation as required by the Town in this bid document.

_____ I, the Bidder, have checked for any addendums to this bid, and will continue to check for any addendums up to the due date and time of this bid.

_____ I, the Bidder, have included on the face of the envelope, my company name and return address, the date and time of the bid opening, and the bid name and number.

_____ I, the Bidder, have submitted one (1) original and two (2) copies of the entire bid document and addendums.

_____ I, the Bidder, have read and completed the Vendor/Bidder Disclosure Form.

_____ I, the Bidder, have read and completed the W-9 Form.

_____ I, the Bidder, am aware that a Notice of Intent to Award this bid shall be posted on the Town's website at www.davie-fl.gov and on the Town Hall bulletin board in the front lobby at Town Hall, and that it is my responsibility to check for this posting.

_____ I, the Bidder, have submitted all supporting documentation for local preference eligibility, which must be received with the bid package prior to the bid opening date and time.

_____ I, the Bidder, have completed this checklist and it is included with my submittal.

**NAME OF COMPANY:** _____

**BIDDER'S NAME:** _____

**BIDDER'S AUTHORIZED SIGNATURE:** _____

**DATE:** _____

Meeting Date: October 27, 2015 Agenda Item 23

REQUESTED COMMISSION ACTION:

X Consent ___ Ordinance X Resolution ___ Consideration ___ Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND BROWARD REGIONAL HEALTH PLANNING COUNCIL, INC. TO PROVIDE LOW INCOME FAMILIES WITH EARLY EDUCATION AND CARE; PROVIDING AN EFFECTIVE DATE. ***(Total Cost: $31,000)***

Summary of Purpose and Why:

The following Miscellaneous Appropriations Agreement with the Broward Regional Health Planning Council, Inc. will be in effect during fiscal year 2016 to provide financial and programmatic accountability for expenditure of City funds.

The Broward Regional Health Planning Council, Inc. will provide low income families with early education and care. It is anticipated that 1,646 Pompano Beach residents will be served.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Budget Office

(2) Primary staff contact: Ernesto Reyes, Assistant to the City Manager Ext. 4049

(3) Expiration of contract, if applicable: September 30, 2016

(4) Fiscal impact and source of funding: Funds budgeted in Account No. 001-9910-599.82-45 (With the Attached Budget Adjustment)

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Budget | 10/19/2015 | Approve | Jaquanti for Ernesto Reyes |
| City Attorney | 10/6/15 | | |
| Finance | 10/16/15 | approval | S. Stubble |
| | | | |

x City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | Resolution | Consideration | Workshop |
|---|---|---|---|
| 1st Reading | 1st Reading | Results: | Results: |
| 2nd Reading | | | |

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND BROWARD REGIONAL HEALTH PLANNING COUNCIL, INC. TO PROVIDE LOW INCOME FAMILIES WITH EARLY EDUCATION AND CARE; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a Miscellaneous Appropriations Agreement between the City of Pompano Beach and Broward Regional Health Planning Council, Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Broward Regional Health Planning Council, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____ day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

:jrm
9/22/15
l:reso/aa/2015-523

MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN THE
CITY OF POMPANO BEACH
AND

# Broward Regional Health Planning Council, Inc.

THIS AGREEMENT made and entered into in duplicate on this ___ day of _____, 2015 by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter the CITY.

**Broward Regional Health Planning Council, Inc.** a Florida corporation authorized to do business in the State of Florida, whose principal office is located at **200 Oakwood Lane, Suite 100, Hollywood, FL 33020-1929** hereinafter referred to as RECIPIENT.

WITNESSETH:

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2015-16 (October 1st through September 30th), the sum of **$31,000** to RECIPIENT, to conduct a program entitled or activity as described in *Addendum "1"* which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2015 and ending September 30, 2016; and

WHEREAS, it is in the best interest of the City of Pompano Beach to enter into a contract with the RECIPIENT for the conduct of said program or activity in accordance with the terms and conditions set forth herein; and

WHEREAS, I/We, the undersigned representative(s) of the RECIPIENT, am/are authorized to sign this Agreement binding said RECIPIENT.

NOW, THEREFORE, in CONSIDERATION of the mutual promises herein, the parties do hereby agree as follows:

1) RECIPIENT agrees to do as follows:

a) To accept the funds as appropriated in accordance with the terms of this Agreement;

b) If RECIPIENT intends on obtaining matching funds from another source at the time of the application for the CITY grant, to submit a matching fund commitment agreement which is attached hereto as *Exhibit "A"* and incorporated herein by reference in its entirety to the CITY; and

c) Prior to the award of any City funds, RECIPIENT shall provide documentation substantiating that RECIPIENT's corporation/organization falls within Section 501(c)(3) and Section 501(A) of the Internal Revenue Code; and

d) To abide by Chapter 119, Florida Statutes, as from time to time amended, and to comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations. Any difference between the above federal, state, county or municipal guidelines or regulations and this Agreement shall be resolved in favor of

the more restrictive guidelines; and

e) Not to utilize allotted funds under this Agreement for any purpose other than the purpose set forth in this Agreement; and

f) To return to the CITY within fifteen (15) days of demand all City funds paid to said RECIPIENT under the terms of this Agreement upon the finding that the terms of any agreement executed by the RECIPIENT of the provisions or any applicable ordinance or law have been violated by the RECIPIENT; and

g) To return to the CITY all funds expended for disallowed expenditures as determined by the City of Pompano Beach; and

h) To maintain books, records and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to the project(s), sufficiently and properly reflect all expenditures of funds provided by the City of Pompano Beach under this Agreement; and

i) To consent to:

1) Such audits of the financial affairs of the RECIPIENT by the City of Pompano Beach Internal Auditor as the CITY may require; and

2) Producing all documents required by the Internal Auditor; and

3) In the case of the RECIPIENT receiving Fifty Thousand Dollars ($50,000) or more from the City of Pompano Beach, furnish the City of Pompano Beach a copy of a grant auditing report conducted in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United State and the provisions of Office of Management and Budget Circular A-133. All grant funds shall be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statement. This report shall be due within 120 days of the close of the CITY'S fiscal year; and

4) For grants less than $50,000, the annual report of receipts and expenditures to be submitted shall use a budget to actual comparative basis which shows the approved budget updated for any budget changes (paragraph 5) and a compilation of quarterly progress reports (paragraph 6). The annual report of revenues and expenditures shall include a statement of expenditures made in each budget category and line item identified in the budget as well as annualized statistical information relative to the program or activity which was previously submitted in quarterly progress reports. Outstanding encumbrances should be indicated in quarterly progress reports of expenditures. Timely liquidation of encumbrances in the fourth quarter of grant activity to expedite the timely submission of the fourth quarterly report is required as there will be no carryover of residual funds remaining unspent or unencumbered by the recipient. This report shall be on a fiscal year of October 1st through September 30th, and shall be due on November 16th of

each fiscal year; and

5) Preserve and make available all financial records, supporting documents, statistical records and any other documents pertaining to this agreement for a period of three (3) years after termination of this Agreement; or, if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained until resolution of the audit.

j) To operate the program or activity generally described herein and more particularly described in *Addendum "1"* to this Agreement. The RECIPIENT may not enter into subcontracts or sub-grants under the provisions of this Agreement without the City of Pompano Beach's written approval. The RECIPIENT must furnish the City of Pompano Beach a copy of all subcontracts or sub-grants prior to receiving written approval.

2) This Agreement shall become effective on the 1st day of October 2015, and shall terminate on the 30th day of September 2016, unless cancelled sooner with or without cause by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

3) The City of Pompano Beach agrees to pay the RECIPIENT the sum of **$31,000** for the program or activity. City of Pompano Beach funds will be provided upon a quarterly **reimbursement** basis for all awards above $15,000 based upon documented invoices. Reimbursable amounts for all awards above $15,000 will be limited to 1/4 of the total award amount per quarter. For those awards equal to or less than $15,000, reimbursements will be based upon documented invoices for any given quarter up to the entire amount of the award. In the event that RECIPIENT does not receive matching funds described in *Exhibit "A"* or said funds are revoked during the term of the Agreement, CITY funding may be revoked and RECIPIENT shall comply with (1) (f) of this Agreement for returning all or part of awarded CITY funds.

4) RECIPIENT agrees to provide the City of Pompano Beach City Manager's Office with a quarterly narrative progress report on the program or activity described in *Addendum "1"*. Such reports shall include basic statistical information relative to the program or activity and a statement of expenditures made in each budget category and line item identified in the budget which is included in *Addendum "1"*. Distribution of each reimbursement payment to the RECIPIENT shall be contingent upon prior receipt of the required progress report which is due during the preceding quarter. Quarterly reports shall be due no later than the following dates:

1st Quarterly Report (October/November/December) - February 1st
2nd Quarterly Report (January/February/March) - May 1st
3rd Quarterly Report (April/May/June) - August 1st
4th Quarterly Report (July/August/September) - November 15th

However, if any of the above dates fall on a weekend, then the due date will be extended to the next business day, thereafter.

5) The approved budget for the RECIPIENT, included in *Addendum "1"* and any changes in the budget which would affect expenditure of funds provided under the terms of this contract, must be approved in writing by the City Manager or his/her designee prior to the expenditure of such funds; provided, that nothing herein shall authorize or allow any expenditure or obligation of funds in excess of the total sum aforesaid.

6) RECIPIENT agrees that any funds provided by the City of Pompano Beach for the operation of the program or activity during the period of October 1, 2015 through September 30, 2016 which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be retained by the City of Pompano Beach.

7) THIS AGREEMENT shall apply to all funds appropriated during the fiscal year ending September 30, 2016, provided that the City of Pompano Beach's rights and the RECIPIENT'S duties hereunder shall continue after said date as provided herein;

   a) In the event that the City of Pompano Beach fails for any reason to appropriate funds for this agreement, this AGREEMENT shall be deemed terminated and CITY shall provide RECIPIENT with thirty (30) days written notice. Upon receipt of said notice, RECIPIENT shall be responsible for any and all expenses and/or legal obligations made after receipt of written notice from the CITY.

8) Nothing in this AGREEMENT shall be deemed to constitute or create a joint venture, partnership, pooling arrangement or other form of business entity between the RECIPIENT and the City of Pompano Beach. RECIPIENT agrees to indemnity and hold harmless the City of Pompano Beach from an against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the RECIPIENT's expenditure of allotted funds under this AGREEMENT and the RECIPIENT's program or activity generally described herein and more particularly described in *Addendum "1"* to this Agreement.

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By: _____
Lamar Fisher, Mayor

_____

By: _____
Dennis W. Beach, City Manager

Attest:

_____
Asceleta Hammond, CMC
City Clerk

(SEAL)

Approved As To Form:

_____
Mark E. Berman, Esq.
City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by LAMAR FISHER as Mayor of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

_____
(Signature of Notary Taking Acknowledgment)

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by DENNIS W. BEACH, as City Manager of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

_____
(Signature of Notary Taking Acknowledgment)

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by ASCELETA HAMMOND, as City Clerk of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

_____
(Signature of Notary Taking Acknowledgment)

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

**"RECIPIENT":**

Witnesses:

_____

_____

Broward Regional Health Planning Council, Inc.
Organization

By: _____

Michael De Lucca
Typed or Printed Name

Title: President and CEO

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of September, 2015 by Michael De Lucca as President and CEO of Broward Regional Health, a Florida corporation. He/she is personally known to me or who has produced _____(type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Yolanda M. Falcone
(Signature of Notary Taking Acknowledgment)

Yolanda M. Falcone
(Name of Acknowledger Typed, Printed or Stamped)

Notary Public State of Florida
Yolanda M Falcone
My Commission FF 117818
Expires 05/18/2018

_____
Commission Number

ADDENDUM "1"

# CITY OF POMPANO BEACH
# FISCAL YEAR 2016

*FUNDING FOR NON-FOR-PROFIT ORGANIZATIONS*

1. **Legal Name of Organization:** Broward Regional Health Planning Council, Inc.

2. **Mailing Address:** 200 Oakwood Lane, Suite 100, Hollywood, FL 33020

3. **Date of Incorporation:** October, 1982

   3a. **Does your corporation/organization fall within Section 501(c)(3) and Section 501(a) of the Internal Revenue Code?** Yes __X__ No ____
   **(Please attach proof of tax exempt status)**

4. **Chief Executive Officer:** Michael De Lucca

   **Official Title:** President and CEO **Telephone #:** 954.561.9681 ext 1201

5. **Contact Person (if different from above):** Joanne Richter
   **Telephone #:** 954.561.9681 ext 1211

6. **Provide a brief description of the organizations goals and objectives:**
   Broward Regional Health Planning Council envisions optimal health for all, supported by a health care system that assures access to comprehensive, culturally competent, quality care. Goals include access, improvement and quality to health and human services, elimination of disparities and achievement of excellence in management practices.

7. **Amount of funding requested**: $31,000

8. **Provide a brief description of how City funds would be spent and identifying the community need(s) to be addressed. This should include what exactly will be provided and to how many people (City residents).**
   Local match funding will allow a full draw down of **$83,212,000** which will assist eligible low income families with early education and care. Currently, there are 1,646 child care slots being funded by Pompano Beach at an approximate cost of $18.83 per child. The actual cost of each child care slot is $4,487 per year. Therefore, the cost of each child care slot is less than 1% of the entire cost.

9. **How will the recommended funding compliment the array of City services currently being provided to City residents?**
   The requested funding will assist eligible low income families with early education and care, thereby allowing parents the opportunity to seek employment.

10. **Will the recommended grant amount result in the leveraging of additional funds from the County, State, Federal or other foundations/agencies which require a local match like a contribution from the City of Pompano Beach?** Yes _X_ No ____

    10a. **If yes, what is the ratio of this other funding to the City's recommended funding**? Less than 1%. The combined total local match from all of Broward County municipalities and County Government represents 6% of the total funding received.

11. **Does your organization receive support from the County or other cities?** Yes _X_ No __

    11a. **If yes, please list the amount(s) and source(s).**
    To date, match funding has been confirmed with the following entities:
    Broward County Government, $1.4 million
    Children's Services Council, $134,899
    United Way of Broward County, $425,000
    Fort Lauderdale, Lighthouse Point, Lauderdale by the Sea and City of Margate

12. **What percentage of your organization's budget is direct delivery of service as opposed to "overhead"?** 2.4% for child care services funding.

## 13. PERFORMANCE MEASURES

Please list below the various levels of service [performance measures] that your organization will be providing to residents of the City of Pompano Beach.

| | **Most Recently Completed Year 2014** | **Current Year Estimated 2015** | **Next Year Proposed 2016** |
|---|---|---|---|
| Total Persons Served | N/A | 24,268 | 24,268* |
| Number of Pompano Beach residents served | N/A | 1,646 | 1,646* |

*Improving opportunities for additional families to register for child care.

ADDENDUM "1"

14. Agency Budget Information: ***Please note that Total Resources Available and Total Resources Allocated should be EQUAL for each fiscal year.***

| | | Last Year Adopted 2015 | Current Year Proposed 2016 |
|---|---|---|---|
| | | | |
| **Resource Available:** | | | |
| | | | |
| City of Pompano Beach | | $0 | $31,000 |
| Federal Funding | | $1,294,853 | $1,770,981 |
| State Funding | | $5,414,698 | $92,453,259 |
| Other Local Government Funding | | $7,019,887 | $13,236,239 |
| Foundation Grants | | $908,907 | $904,868 |
| User Fees | | $0 | $0 |
| Other Revenue Sources | | $759,569 | $1,563,990 |
| | | | |
| **Total Resources Available** | | **$15,397,914** | **$109,960,337** |

| | | | |
|---|---|---|---|
| **Resource Allocated:** | | | |
| | | | |
| Salaries | | $4,166,035 | $10,091,871 |
| Benefits | | $1,211,818 | $2,926,643 |
| Supplies | | $210,344 | $430,650 |
| Contractual Services | | $2,672,072 | $4,215,208 |
| Capital Outlay [Equipment] | | $46,112 | $426,062 |
| Other | | $7,091,533 | $91,869,903 |
| | | | |
| **Total Resources Allocated** | | **$15,397,914** | **$109,960,337** |

- ***Please provide line item detail for expenses over $10,000***

# *State of Florida*
## *Department of State*

I certify from the records of this office that BROWARD REGIONAL HEALTH PLANNING COUNCIL, INC. is a corporation organized under the laws of the State of Florida, filed on October 6, 1982.

The document number of this corporation is 765309.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 12, 2015, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twelveth day of January, 2015*

Ken Detzner

*Secretary of State*

**Authentication ID: CC1314737144**

**To authenticate this certificate,visit the following site,enter this ID, and then follow the instructions displayed.**

**https://efile.sunbiz.org/certauthver.html**

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248219434
May 01, 2015 LTR 4168C 0
59-2274772 000000 00
00020794
BODC: TE

BROWARD REGIONAL HEALTH PLANNING
COUNCIL INC
200 OAKWOOD LANE SUITE 100
HOLLYWOOD FL 33020-1929

011837

Employer Identification Number: 59-2274772
Person to Contact: Ms. Benson
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Apr. 22, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in July 1983.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248219434
May 01, 2015 LTR 4168C 0
59-2274772 000000 00
00020795

BROWARD REGIONAL HEALTH PLANNING
COUNCIL INC
200 OAKWOOD LANE SUITE 100
HOLLYWOOD FL 33020-1929

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Doris P. Kenwright

Doris Kenwright, Operation Mgr.
Accounts Management Operations 1

# Exhibit “A”

# EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

## CONTRACT # BRHPC-EDAP-17-ELC2

## Broward Regional Health Planning Council, Inc.

## Eligibility and Enrollment and Fiscal Administration for School Readiness, Child Care Executive Partnership, Voluntary Prekindergarten, and Financially Assisted Child Care Programs

## FISCAL YEAR: JULY 1, 2015- JUNE 30, 2017

**THIS CONTRACT** is between the **Early Learning Coalition of Broward County, Inc.**, hereinafter referred to as the "*COALITION,*" and **Broward Regional Health Planning Council, Inc.**, hereinafter referred to as the "*CONTRACTOR.* The COALITION and CONTRACTOR are referred to collectively as the "Parties."

### A. Description

This standard core contract is procured through the cost reimbursement method in accordance with Chapter 287, Florida Statutes and the most current state governing agreement between the Office of Early Learning (hereinafter referred to as "OEL") and the COALITION (with said agreement hereinafter referred to as "Grant Agreement") for *Eligibility and Enrollment and Fiscal Administration for School Readiness, Child Care Executive Partnership, Voluntary Prekindergarten, and Financially Assisted Child Care Program* services.

The CONTRACTOR agrees to provide services on behalf of the COALITION as set forth in those certain documents attached to this state term, standard core contract entitled "Attachment" and labeled I through V (hereinafter referred to as the "Attachments") and in accordance with the terms and conditions in this standard core contract and the Attachments hereinafter referred to collectively as the "Contract").

### B. Term

This Contract shall begin on July 1, 2015 and shall end on June 30, 2017 (hereinafter referred to as "Term"). The COALITION shall not be obligated to pay for costs incurred related to this Contract prior to its beginning date or after its' ending date, unless otherwise agreed to in writing between the parties.

This Contract may be renewed by the COALITION for a term not to exceed a total of five (5) years or for the term of the original Contract, whichever is longer. Such renewal shall occur annually for up to three (3) additional one (1) year periods and shall only be made in the following manner: a) by mutual written agreement between the COALITION and the CONTRACTOR b) shall be contingent upon satisfactory performance evaluations as determined by the COALITION c) CONTRACTOR is not in default as set forth in **Section BB** of this Contract and d) shall be subject to the availability of funds to the COALITION. Any renewal shall be subject to the same terms and conditions as set forth in the initial Contract and shall be in compliance with the Grant Agreement and applicable Florida law. Notwithstanding the foregoing, in no event shall the COALITION be required to renew the Contract with CONTRACTOR. A renewal shall not include any compensation for costs associated with the renewal.

### C. Contract Payment and Availability of Funding

This Annual Contract shall not exceed **$3,631,853.00** for *Eligibility and Enrollment and Fiscal Administration for School Readiness, Child Care Executive Partnership, Voluntary Prekindergarten, and Financially Assisted Child Care Program* services. The COALITION'S obligation to pay under this Contract is contingent upon the annual appropriation by the State of Florida Legislature and availability of any and all applicable federal, state and local funds. The COALITION shall be the

final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to comply with this Contract. If such funds are not appropriated or available for this Contract's purpose, such event shall not constitute a default by the COALITION. The COALITION agrees to notify the CONTRACTOR in writing at the earliest possible time if funds are not appropriated or available. The Contract amount shall be more specifically described in **Exhibit A** and **Composite Exhibit B** of **Attachment I** to this Contract.

D. Governing Laws and Agreements

By the execution of this Contract, the CONTRACTOR agrees to fully comply with those federal and state statutes, rules and regulations as set forth in **Attachment V** of this Contract. The CONTRACTOR shall also comply with the following laws and agreements, including the submissions of any associated forms:

1. **Grant Agreement:** By the execution of this Contract, the CONTRACTOR agrees to fully comply with the Grant Agreement to the extent that any provision of this Contract is silent as to expected performance or conditions, or that the Grant Agreement alters the terms and conditions of this Contract subsequent to execution by the Parties.

2. Lobbying:

   Funds received by the CONTRACTOR under this Contract may not be used for lobbying purposes pursuant to Florida and federal law, including but not limited to, Sections 11.062 and 216.347, Florida Statutes and 45 Code of Federal Regulation ("C.F.R.") §93 (Bird Anti-Lobbying Amendment Common Rule).

   When applicable, if this Contract is in excess of $100,000, the CONTRACTOR must, prior to this Contract's execution, complete the *Certification Regarding Lobbying* form, included in this Contract as **Attachment III, Section II. I.** If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required, it may be obtained from the COALITION'S Contract Manager. All disclosure forms as required by the *Certification Regarding Lobbying* form must be completed and returned to the COALITION'S Contract Manager.

3. **Drug-Free Workplace:**

   Pursuant to the Drug-Free Workplace Act of 1988, (41 United States Code ("USC") 701 et. seq) and its implementing regulations codified at 29 C.F.R. Part 98, subpart F and 45 C.F.R. Part 82 (Common Rule), the CONTRACTOR shall provide a drug-free workplace as certified in **Attachment III, Section II. J** entitled *Certification Regarding Drug-Free Workplace Requirements*. [See C.F.R. ss 382.400, 2 C.F.R. 182, 29 C.F.R. 94 and 45 C.F.R Part 82]

4. **Equal Employment Opportunity (E.E.O):**

   The CONTRACTOR agrees that it shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 C.F. R. Part 60, if applicable.

5. **Non-Discrimination and Harassment-Free Workplace:**

   The CONTRACTOR, as certified in **Attachment III, Section II. T** entitled *Equal Employment Opportunity (E.E.O.)* shall not discriminate against any employee employed in the performance of a Contract, or against any applicant for employment because of race, creed, color, handicap, national origin, sexual orientation, marital status, age, religion, or gender. The CONTRACTOR shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management. The CONTRACTOR agrees to insert a similar provision in all subcontracts that shall meet the requirements as set forth in Public Law 105-220, Section 188.

6. **Governing OEL Policies and Guidance**

   a. **Policy**

(1) The CONTRACTOR will comply, as applicable, with Policy No. 1.02 (Records Confidentiality Policy) and 5.05 (Information Technology Security Policy and Procedure).

(2) **Program Guidance**

The CONTRACTOR will comply, as applicable, with the following Program Guidances of OEL:

i. Program Guidance 101.02 (Records Confidentiality Policy)
ii. Program Guidance 202.80 (Specifications for Annual Reports of Early Learning Coalition)
iii. Program Guidance 240.01 (Cash Management Procedures)
iv. Program Guidance 240.02 (Tangible Personal Property)
v. Program Guidance 240.03 (Collection of a Delinquent Account)
vi. Program Guidance 240.04 (School Readiness Funds Management)
vii. Program Guidance 240.05 (Guidance on Prior Approval Procedures)
viii. Program Guidance 240.06 (Reimbursement Request Requirements for Early Learning Coalitions)
ix. Program Guidance 250.01 (Other Cost Accumulators ("OCA") Guidance)
x. Program Guidance 300.01 (IT Security Manual)
xi. Program Guidance 440.10 (Office of Early Learning Match Report Guidance)
xii. Program Guidance 440.60 (Reporting State Expenditures on Teenage Parent Programs ("TAPP") for Federal Matching Funds Requirements.

E. **Audits and Records Retention Requirements.**

1. In accordance with 2 CFR § 200.336, *Access to Records,* the CONTRACTOR agrees to provide access to records, data and information to the COALITION, OEL, the Federal Health and Human Services ("HHS") Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personal for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. The CONTRACTOR shall cooperate with the COALITION to facilitate the duplication and transfer of any records or documents, upon request of the COALITION and such records shall remain immediately accessible to the COALITION, its agents and federal officials regarding the requirements of this Contract.

2. Representatives of the COALITION, OEL, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability ("OPPAGA"), and their duly authorized representatives, shall have access, for purposes of examination, to any books, documents, papers, and records, including electronic storage media, of the CONTRACTOR as they may relate to this Contract. The CONTRACTOR shall cooperate with the COALITION to facilitate the duplication and transfer of any records or documents, upon request of the COALITION and such records shall remain immediately accessible to the COALITION, its agents, OEL, and state officials regarding the requirements of this Contract.

3. The CONTRACTOR shall establish and maintain books, records and documents, including electronic storage media and electronic records, in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the COALITION under this Contract. The CONTRACTOR may contract for general accounting functions with a third party; however, such contract shall specify that the COALITION will have immediate accessibility to all records and documents and that the vendor must adequately maintain, secure and protect confidential data.

4. The CONTRACTOR shall ensure that accounting records reflect the separation of all programs/activities it administers or for which it receives funding. Records shall adequately identify the source and application of funds by Other Cost Accumulators ("OCA") for each program/activity. A clear audit trail shall exist showing the benefit received from each expenditure, as it relates to the applicable program/activity.

5. When applicable in accordance with **Attachment II** of this Contract, the CONTRACTOR shall provide an annual financial and compliance audit to the COALITION within thirty (30) days of CONTRACTOR'S receipt of said audit and also ensure that all related party transactions are disclosed to the auditor.

6. The CONTRACTOR shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

7. The CONTRACTOR shall retain and maintain all CONTRACTOR records, financial records, supporting documents, statistical records and any other documents or expenditures (including electronic storage media) pertinent to this Contract for a period of five (5) years from date of submission of the final reimbursement request for the grant year after termination of this Contract (hereinafter referred to as the "Retention Period"), or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation related to the Contract, whichever occurs last. If any litigation or claim is started before the expiration date of the Retention Period, the records, including audit findings, must be maintained until all litigation or claims involving the records have been resolved and final action has been taken. In no case will such records be disposed of before the five (5) fiscal years minimum. All records will be made available to the COALITION, OEL, or their designee upon request. The CONTRACTOR shall comply with applicable federal and state records retention requirements. The CONTRACTOR shall account for VPK And SR fund separately. The CONTRACTOR shall require the same retention and auditing requirements as state herein of is subcontractors.

8. The COALITION shall have the right to audit the CONTRACTOR's records and practices related to the use and disclosure of confidential information. The CONTRACTOR agrees to make internal practices, books records, including policies and procedures and confidential information, use relating o the use of and disclosure of confidential information received from, or created or received by the CONTRACTOR on behalf of the COALITION available to the COALITION upon request.

9. The CONTRACTOR shall document activities related to SR and VPK implementation, including administrative and reporting responsibilities, as applicable. Documentation shall be sufficient for an audit trail and compliance with federal regulation 2 CFR § 200.336, *Retention requirements for records*. The CONTRACTOR maintain written or electronic documentation of transaction files, policies, processes, controls and other detailed supporting records that the CONTRACTOR submits or may be required to submit per COALITION and OEL instructions and make said items available for review upon request.

## F. Use of Funds and Corrective Action Plans

1. In order for the COALITION to effectively administer and safeguard the effective use of state and federal funds for the early learning programs connected with this Contract, the COALITION, its agents, and federal and state officials shall have the right to inspect any records, papers, documents, facilities, goods, and services of the CONTRACTOR that are relevant to this Contract. The COALITION shall also have the right to interview any clients, employees, subcontractors, consultants, and participants of the early learning programs administered, implemented, or overseen by the CONTRACTOR to assure that: (1) the funds received from the COALITION are being expended in accordance with this Contract and (2) that the services and/or work are being delivered by the CONTRACTOR or its subcontractors is of sufficient quality

pursuant to the requirements of this Contract and (3) that the CONTRACTOR'S work and/or services as set forth in this Contract are being delivered, administered, or overseen in compliance with applicable federal and Florida statutes, rules and regulations. Except in the case of an emergency, such inspection shall be done during regular business hours upon reasonable notice to the CONTRACTOR and with the cooperation of the CONTRACTOR, the CONTRACTOR'S fiscal agent or service providers, so as not to disrupt services.

2. Following an inspection, the COALITION shall deliver to the CONTRACTOR a written report of its findings. The CONTRACTOR shall be requested to develop a corrective action plan for any deficiencies noted. The CONTRACTOR hereby agrees to correct all noted deficiencies within the agreed upon period of time set forth in the corrective action plan.

3. The CONTRACTOR shall include the requirements for inspection as required by this paragraph in any subcontracts, rate agreements, or certificate/voucher agreements, if applicable.

4. The CONTRACTOR shall return to the COALITION or its designated agent, any overpayment or disallowed costs under federal and/or state law, regulation or rule, which is paid contrary to the terms and conditions of this Contract. Overpayments and disallowed costs shall be paid within thirty (30) calendar days (or other timeframe in accordance with OEL Program Guidance No. 2-061) of issuance of written notice by the COALITION or from discovery by the CONTRACTOR. Should repayment not be made in a timely manner, the COALITION shall be entitled to charge a lawful rate of interest on the outstanding balance. Refunds should be sent to the COALITION, made payable to the "Early Learning Coalition of Broward County, Inc." Interest earned on advances under this Contract shall be reported and returned to the COALITION on a quarterly basis. The CONTRACTOR shall not receive an advance for any school readiness program related funds until all previously advanced school readiness related funds have been repaid.

5. The COALITION reserves the right, upon written notice, to withhold funds, in whole or in part, for non-performance or non-compliance with terms and conditions of this Contract, or state and/or federal regulations until such time the COALITION determines that the CONTRACTOR has corrected its performance and is in full compliance with this Contract. Written notice shall be delivered by mail with proof of delivery or in person with proof of delivery as set forth in the Contract.

   The COALITION'S written notice shall detail the COALITION'S findings of non-performance or non-compliance as well as the timeliness for submitting a corrective action plan and correcting the deficiencies. In order to ensure funds are not withheld, the CONTRACTOR shall respond to the notice within thirty (30) days or the timeline specified and provided a corrective action plan that addresses all of the noted deficiencies. If the corrective action plan is approved by the COALITION, the CONTRACTOR shall implement the corrective action plan within the timeframe prescribed by the COALITION. Failure to respond in writing and submit a subsequent corrective action plan within (30) days, or other timeline specified by the COALITION, may lead to funds being withheld from the CONTRACTOR. Failure to comply with a corrective action plan may be considered an "Event of Default" as set forth in **Section BB of** this Contract and may also lead to the termination of this Contract as set forth in **Section DD** of this Contract. The COALITION shall be the final authority regarding the validity of deficiencies pursuant to properly submitted corrective action plan. Once the COALITION determines that the corrective action has been successfully implemented and the CONTRACTOR is in compliance with the Contract, the COALITION will re-instate the funds previously withheld by the COALITION.

   The CONTRACTOR may be required by the COALITION to submit an inspection and file a corrective action plan with the COALITION in response to an incident or grievance regarding the work and/or services of the CONTRACTOR, its subcontractors, and/or its agents under this Contract.

G. Invoicing

Invoicing for the CONTRACTOR'S services shall be made in accordance with the terms specified in **Attachment I,** with an option of a one-month advancement of funds as consistent with applicable OEL policies. The CONTRACTOR shall be reimbursed for allowable expenditures incurred pursuant to the terms and conditions of this Contract. Regular monthly payments shall not be authorized until the COALITION'S Contract Manager has received a properly completed invoice and has approved the final report(s) for all service tasks related to the work completed during the month. The CONTRACTOR shall comply with the Grant Agreement for any Category 2 purchase unless the Grant Agreement no longer is applicable to Category 2 purchases in which case the CONTRACTOR shall comply with Section 287.017, Florida Statutes as the same may be amended from time to time. For purposes of this Contract, any action in Section 287.057(5), Florida Statutes that requires agency head approval shall require approval from the COALITION. Purchasing of any recycled products or materials which are the subject of, or are required to carry out this Contract shall occur in accordance with the provisions of Sections 403.7065, and 287.045, Florida Statutes.

The CONTRACTOR shall submit the final invoice for payment to the COALITION no later than forty (40) calendar days after this Contract ends or is terminated, whichever is earlier. If the CONTRACTOR fails to do so, all rights to payment are forfeited and the COALITION shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld at any time until all reports due from the CONTRACTOR and necessary adjustments thereto have been approved by the COALITION.

H. Information Resource Acquisition

The CONTRACTOR shall obtain prior written approval from the COALITION'S approving state authority or agency for the purchase of any "Information Technology" as the term is defined in Section 282.0041, Florida Statutes, which is made as part of this Contract. The CONTRACTOR agrees to seek said prior approval by means of the most current state approved form, available from the COALITION'S Contract Manager, who shall serve as liaison between the CONTRACTOR and the approving state authority or agency.

I. Recording of Property for Inventory Purposes and Nonexpendable Property

1. Pursuant to 69I-72.002, F.A.C., all tangible personal property with a value or cost of $1,000.00 or more and having a projected useful life of one (1) year or more shall be recorded in the state's financial system as property for inventory purposes. Any hardback book with a value or cost of $25.00 or more and having a useful life of one (1) year or more that is circulated to students or the general public, and any hardback book with a value or cost of $250.00 or more that is not circulated shall be recorded in the state's financial system as property for inventory purposes. "Cost" is used if the property is purchased and represents the purchase price of the property item; "value" is used if the property is donated and represents the fair market value of the property item at the date of donation. The term "nonexpendable property" shall include all tangible personal property and books, which meet the criteria, set forth in rule 69I-72.002, F.A.C. In accordance with OEL Program Guidance 240.05, property shall not be purchased with program funds without prior approval from the COALITION.

2. The CONTRACTOR shall inventory annually and maintain accounting records for all non-expendable property purchased under this Contract in accordance with OEL Program Guidance 240.02, relevant Florida Statutes, and administrative rules, and shall submit an inventory report to the COALITION with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number; description of the item(s); physical location; name, make or manufacturer, year and/or model; manufacturer's serial number(s); date of acquisition and the current condition of the item.

3. At no time shall the CONTRACTOR dispose of non-expendable property purchased with the COALITION'S funds under this Contract for these services without the written permission of and in accordance with instructions from the COALITION.

4. Immediately upon discovery, the CONTRACTOR shall notify the COALITION, in writing, of any nonexpendable property loss with the date and reason(s) for the loss.

5. The CONTRACTOR shall be responsible for the correct use of all nonexpendable property furnished under this Contract. Contingences such as liens or other liabilities shall not be placed on assets purchased with program funds, nor shall non-expendable property purchased with program funds be used as collateral.

6. A formal Contract amendment is required prior to the purchase of any item of non-expendable property not specifically listed in the approved Contract budget.

7. In accordance with OEL Program Guidance 240.02, title (ownership) to all property (not limited to purchases exceeding $1,000) and including all computer hardware and software acquired with funds from this Contract shall be vested in the COALITION and said property shall revert to the COALITION upon completion or termination of this Contract unless otherwise authorized in writing by the COALITION. In addition to the nonexpendable property identified above, the CONTRACTOR shall maintain a separate list of property that has a useful life greater than one year that shall be returned to the COALITION upon termination of this Contract. Items that should be maintained on this supplemental inventory list shall include, but not be limited to, chairs, desks, and other furniture, calculators, cameras, computers, printers, facsimile equipment, copiers, books, and other property that represent resources that are not categorized as office supplies or depleted as such.

8. The CONTRACTOR shall comply with the provisions of 45 C.F.R. 74.32, for real property, 45 C.F.R. 74.34 for equipment, and 45 C.F.R. 74.35 for supplies.

**J. Sponsorship/Public Announcements**

1. If CONTRACTOR sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract in accordance with Section 286.25, Florida Statutes, as the same may be amended form time to time, it shall in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (CONTRACTOR'S name) and Early Learning Coalition of Broward County, Inc." If the sponsorship reference is in any written material, the words "Early Learning Coalition of Broward County, Inc." shall appear in the same size letters or type as the name of the CONTRACTOR.

2. Use of state logos shall be limited to those logos approved by the applicable approving state agency for the COALITION pursuant to Florida Statutes and/or the Florida Administrative Code. The COALITION shall provide the CONTRACTOR with state logos that are approved by the applicable approving state agency for the COALITION pursuant to Florida Statutes and/or the Florida Administrative Codes.

3. The CONTRACTOR agrees that, in accordance with Public Law 103-333, Section 508, when issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with state or federal funds, all Contractors receiving state or federal funds, shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and the percentage, and (3) dollar amount of the total cost of the project or program that will be financed by non-governmental sources. For purposes of complying with this section, the percentage and dollar amount of federal funds are those shown on **Exhibit A** to **Attachment I** to this Contract.

**K. Public Entity Crime**

1. **Convicted and Discriminatory Vendor List**

In accordance with Sections 287.133(3)(a) and (b) and 287.1342(2)(a), Florida Statues, a person entity, or affiliate who has been placed on either the convicted or discriminatory vendor list, may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

By execution of this Contract, the CONTRACTOR acknowledges that it is in compliance with this **Section K** and that it will require any and all subcontractors and vendors providing services under this Contract to acknowledge that they are also in compliance with this **Section K.** The CONTRACTOR further acknowledges that the CONTRACTOR, as well as any of its subcontractors or vendors providing services under this Contract utilizing early learning program funds received, whether received directly or indirectly from the COALITION, are not disclosed as being a convicted or discriminatory vendor on the Florida Department of Management Services website. The CONTRACTOR will immediately notify the COALITION in writing of any changes in circumstances regarding their status as set forth in this **Section K.**

2. **Scrutinized Company List**

A company or entity that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency, local government entity, or the COALITION for goods or services of $1 million or more pursuant to Section 287.135(2), Florida Statutes.

Any contract with the CONTRACTOR for goods and services of $1 million or more entered into or renewed on after July 1, 2012, utilizing funds from the COALITION, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have (i) submitted a false certification as provided under applicable federal and Florida Statutes, which include, but is not limited to Section 287.135(5), (ii) been placed on lists as set forth herein or (iii) engaged in business operations in Cuba and Syria, pursuant to Section 287.135(3)(b), Florida Statutes.

At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with the CONTRACTOR for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or does not have business operations in Cuba or Syria pursuant to Section 287.135(5), Florida Statutes.

If this award is in the amount of $1 million or more, in accordance with the requirements of Section 287.135(5), Florida Statutes, the COALITION, by signing this contract, hereby certifies that the COALITION and any actively-contracted company 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 that it does not have business operations in Cuba or Syria.

3. **Receipt of Funds and Verification Documentation**

Persons or entities excluded from receiving federal contracts or financial and nonfinancial assistance and benefits may not receive federal and state funds. Prior to contract or agreement execution, the CONTRACTOR shall verify that no party that has a contract or attempts to

contract with the CONTRACTOR is on any federal or Florida list designated for the exclusion of person or entities in violation of federal or Florida contracting standards which would include, but not be limited to the Federal Excluded Parties List or the United States Department of Agriculture Food Program National Disqualified List. The CONTRACTOR shall maintain the appropriate verification documentation indicating that the CONTRACTOR is not a disqualified entity as provided herein and shall provide said documentation to the COALITION upon request. The CONTRACTOR shall provide a sworn statement of compliance as certified in **Attachment III** and will complete any and all federal and state required certifications upon request of the COALITION or the appropriate federal and/or state agency or entity. In the event the CONTRACTOR, its subcontractors, or its vendors have been found to have entered a false certification, has not provided a certification or verification as stated in this **Section K,** has been placed on the lists as described herein, or has not provided notification to the COALITION regarding a change in their status as set forth in this **Section K,** the COALITION will be entitled to immediately terminate this Contract with twenty-four (24) hours of said discovery or notification of this matter, whichever is earlier, as set forth in **Section DD** of this Contract.

**L. Personnel**

The CONTRACTOR shall maintain sufficient staff to deliver the agreed upon services required by this Contract as set forth in **Attachment I** to this Contract. All personnel specified in **Composite Exhibit B** on Personnel Budget Narrative, *Eligibility and Enrollment and Fiscal Administration for School Readiness, Child Care Executive Partnership, Voluntary Prekindergarten, and Financially Assisted Child Care Program*, Form B-3 of **Composite Exhibit B** of **Attachment I** of this Contract, shall be considered essential to the work to be performed. In the event of a proposed change to such key personnel through substitution or diversion of personnel from the project, or the phone number and/or physical address of the CONTRACTOR, the CONTRACTOR shall notify the COALITION in writing and submit a proposed Form B-3 of **Composite Exhibit B** of **Attachment I** of this Contract, within five (5) business days of the effective date of the proposed change. Changes in key personnel may include resignations, approved leaves of absences of six (6) weeks or more, or terminations. Notifications shall be in writing and shall include information related to replacement staff. The CONTRACTOR may contract for human resource functions with a third party; however, such contract shall specify that the COALITION will have immediate accessibility to all records and documents and that the vendor must adequately maintain, secure and protect confidential data.

The CONTRACTOR shall use the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility for new hires. Failure to do so shall be cause for the COALITION to unilaterally cancel this Contract. The CONTRACTOR also agrees to include in related subcontractors agreements or contracts a requirement that the subcontractor performing work or providing services pursuant to this Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Term. The CONTRACTOR agrees to provide the COALITION, within thirty (30) days of the effective date of this Contract, documentation of enrollment in the E-Verify program in the form of a copy of the E-Verify "Edit Company Profile" screen which contains proof of enrollment in the program. (This page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage)

The CONTRACTOR further agrees that it will require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify program, if they meet the requirements to be part of said program, within ninety (90) days of the effective date of this Contract or within ninety (90) days of the effective date of the contract between the CONTRACTOR and its subcontractor(s), whichever is later. The CONTRACTOR shall obtain from its subcontractor(s) a copy of the "Edit Company Profile" screen indicating the enrollment in the E-Verify program and make such record(s) available to the COALITION upon request. The CONTRACTOR further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make sure such records are available to the COALITION.

The CONTRACTOR shall not employ "unauthorized aliens" as the term or phrase is defined in accordance with federal and Florida statues and rules in accordance with this Contract. The COALITION shall consider the employment of unauthorized aliens a violation of federal law, which includes but is not limited to Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation by the CONTRACTOR shall be cause for unilateral termination of this Contract by the COALITION, as set forth in **Section DD** of this Contract.

The CONTRACTOR agrees to not retaliate against its employee for reporting violations of law, rule, or regulation that creates and presents a substantial and specific danger to the public's health, safety or welfare. Furthermore, the CONTRACTOR shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of any agency, public officer or employee. The CONTRACTOR shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, the Office's Inspector General, and the Florida Commission on Human relations or the Whistleblower's Hotline number at 1-800-543-5353. The CONTRACTOR will also be subject to the COALITION'S Whistleblower Policy and Procedure. In the event there is conflict between this provision and the COALITION'S Whistleblower Policy and Procedure, the provision shall apply.

**M. Relationship of Parties and Independent Contractor Status**

In the CONTRACTOR'S performance of its duties and responsibilities under this Contract, it is mutually understood and agreed that the CONTRACTOR is at all times acting and performing as an independent contractor. The COALITION shall neither have nor exercise any control or direction over the methods by which the CONTRACTOR shall perform its work and functions other than as provided herein and by law. Nothing in this Contract is intended to or shall be deemed to constitute a partnership or joint venture between the parties. Except as provided for in this Contract, each party shall be solely and entirely responsible for its individual acts and the acts of its agents, officers, directors, employees and servants during the performance of this Contract. No party is in any way authorized to make any contract, agreement, warranty or representation on behalf of any other party or to create any obligation, express or implied, on behalf of any party unless the same is provided for pursuant to the terms and conditions this Contract.

**N. Indemnification**

To the extent permitted by law, the CONTRACTOR shall be liable for and indemnify, defend, and hold the COALITION and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees (including all levels of appeal) and court costs and expenses, arising out of any act, actions, neglect, or omissions by the CONTRACTOR, its agents, officers, subcontractors, or employees during the performance or operation of this Contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property, including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. To the extent considered necessary by the COALITION, any sums due to the CONTRACTOR under this Contract may be retained by the COALITION until all of the COALITION'S claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the COALITION.

To the extent considered necessary by the COALITION, any sums due to the CONTRACTOR under this Contract may be retained by the COALITION until all of the COALITION'S claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the COALITION. The CONTRACTOR's inability to evaluate its liability or its evaluation of liability shall not excuse the CONTRACTOR's duty to defend and to indemnify within seven (7) business days after notice by the COALITION by certified or overnight express mail. After the highest appeal taken is exhausted, only an adjudication

or judgment specifically finding the CONTRACTOR not liable shall excuse performance of this provision. The CONTRACTOR shall pay all costs and fees, including attorneys' fees related to these obligations and their enforcement by the COALITION. The COALITION's failure to notify the CONTRACTOR of a claim shall not release the CONTRACTOR from these duties. The CONTRACTOR shall not be liable for the negligent or intentional acts or omissions of the COALITION or any third party.

The parties agree that such indemnification obligations shall survive the expiration or termination of this Contract. The parties acknowledge that if the CONTRACTOR is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, as the same may be amended from time to time, CONTRACTOR agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable pursuant to law. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Contract or any other contract.

**O. Insurance Requirements for Contractor**

1. Liability Insurance

The CONTRACTOR shall maintain adequate liability insurance coverage in sufficient amounts and coverages on a comprehensive basis and hold such liability insurance at all times during the existence of this Contract and any renewal(s) and extension(s) of it. By execution of this Contract, the CONTRACTOR accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protection for the CONTRACTOR and the clients to be served under this Contract. In the event the CONTRACTOR is a state agency or subdivision as defined by Section 768.28(2), Florida Statutes, as the same may be amended from time to time, the CONTRACTOR will provide its self-insurance letter to the COALITION prior to the execution of this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide the coverages as set forth herein. The COALITION reserves the right to require additional insurance coverage by the CONTRACTOR.

The CONTRACTOR shall have a disaster recovery plan within its continuity of operations plan ("COOP") in place for unforeseen circumstances whether for natural or man-made disasters. A COOP update must be submitted to the COALITION no later than June 1st of each term of this Contract and updated as needed.

**2. Worker's Compensation Insurance**

During the Contract term, the CONTRACTOR at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Contract, which, as a minimum, shall be: worker's compensation and employer's liability insurance in accordance with Chapter 440 of the Florida Statutes, with minimum employers' liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

The CONTRACTOR shall not commence any work in connection with this Contract until the COALITION has approved its insurance coverage. All insurance policies shall be with insurers who are qualified and doing business in Florida. The COALITION shall be furnished proof of coverage of insurance by certificates of insurance accompanying the Contract documents and shall name the COALITION as an additional named insured. The COALITION shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR. A self-insurance program established and operating under the laws of the State

of Florida may provide such coverage. The CONTRACTOR shall hold such insurance at all times during the existence of this Contract and any renewal(s) and extension(s) thereof.

3. **Unemployment Compensation Insurance**

   The CONTRACTOR, during the life of this Contract, must comply with the reporting and contribution payments required under Chapter 443, Florida Statutes, as the same may be amended from time to time, for all employees connected with the work of this Contract.

4. **Fidelity and Errors and Omissions Insurance**

   The CONTRACTOR shall maintain errors and admissions insurance for its board members and fidelity bonding of its fiscal personnel in sufficient amounts and coverages. The CONTRACTOR shall hold such insurance at all times during the existence of this Contract and any renewal(s) and extension(s) of it.

   In the event that any of the coverages described above are cancelled by the insurer for any reason, or in the case of a state agency or subdivision of the State of Florida as described above, ceases to adequately self-insure, the CONTRACTOR shall immediately notify the COALITION of such cancellation or failure to adequately self-insure and shall obtain replacement coverage acceptable to the COALITION and provide proof of such replacement coverage within ten (10) calendar day after cancellation of the coverage. Insurance policies for the aforementioned coverages shall be with insurers qualified and doing business in the state of Florida. The COALITION shall be furnished with proof of coverage of insurance by standard ACORD form certificates of insurance, or in the case of state agency or subdivision of the State of Florida, a self-insurance certificate or letter that is satisfactory to the COALITION, upon request.

**P. Performance Bond**

The CONTRACTOR shall furnish a performance bond from a financially sound and responsible insurance company to protect the COALITION from any losses in the event of default by the CONTRACTOR. The bond shall be in the amount of $577,000.00. In lieu of a performance bond, the CONTRACTOR may furnish the COALITION with an irrevocable standby letter of credit acceptable to both the COALITION AND the CONTRACTOR.

The CONTRACTOR shall post one form of security under this section, which shall apply to all of the contracts and subsequent amendments entered into between the CONTRACTOR and the COALITION with a term beginning July 1, 2015 and ending June 30, 2016. Other than the performance bond related to this Contract or service procurement requirements and specifications, a separate form of security is not required for multiple contracts that may have been awarded to the CONTRACTOR.

In addition to the requirements established through a procurement process, if a performance bond is furnished, said bond shall be forfeited in an Event of Default as defined in Section BB of this Contract. If a letter of credit is furnished to the COALITION instead of a performance bond, the COALITION shall be authorized to draw on the Letter of Credit in an Event of Default.

**Q. Confidential Information and Public Records**

Each party to the Contract may have access to confidential information collected or maintained by the other party. The CONTRACTOR shall protect such confidential information clearly identified as such, in a manner that does not permit the personal identification of children or their parents/guardians by persons other than those authorized to receive the records. It is the responsibility of the CONTRACTOR that subcontractors and sub recipients observe the same terms and conditions as contained in the Contract and use appropriate non-disclosure agreements as necessary to ensure confidentiality and security of the data. The CONTRACTOR and all of its directors, officers, employees, volunteers and agents shall comply, as applicable, with the confidentiality, release, inspection, access and record retention requirements of Sections 39.00145, 39.0132, 39.202, and

39.814, 119.01, 119.021, 1002.97, 456.057 501.171 and 1002.72, Florida Statutes, and other applicable state and federal law (including, but not limited to the federal act known as "HIPPA" and "HITECH"), as those laws may be amended from time to time, where applicable. The individual records of children enrolled in SR programs under section 1002.97, Florida Statutes and the personally identifiable records of children enrolled in the VPK program under Section 1002.72, Florida Statutes are confidential and exempt from the provisions of Section 119.071, Florida Statutes, and section 24(e), Article I of the State Constitution. The CONTRACTOR hereby acknowledges that failure to abide by the requirements of Sections 39.00145, 39.0132, 39.202, and 39.814, Florida Statutes, constitutes a criminal offense as set forth in Section 39.205, Florida Statutes and could result in administrative fines as set forth in Section 39.206, Florida Statutes.

The CONTRACTOR agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his or her responsible parent or guardian when authorized by law. The records and data of the CONTRACTOR as it pertains to this Contract that are classified as "public records" must be open and available for inspection by any person unless otherwise specified by law. It will be the responsibility of the CONTRACTOR to ensure availability of said records for production and/or inspection by the public on behalf of the COALITION. The CONTRACTOR acknowledges and agrees that upon receiving confidential and exempt records, information and data, the CONTRACTOR must take appropriate steps to protect said records, information and data. The CONTRACTOR shall develop processes and procedures to secure confidential data and require individuals who have access to such data to execute an individual non-disclosure form and maintain these forms on file at the COALITION'S or the CONTRACTOR'S location. The CONTRACTOR, including its employees, subcontractors, agents or any other individuals to whom the CONTRACTOR exposes such confidential information obtained pursuant to this Contract, shall not store, or allow to be stored, any confidential information on any portable storage media (e.g. laptops, thumb drives, hard drives, etc..) or peripheral devices with the capacity to hold information.

The CONTRACTOR shall provide timely written notification to the COALITION of requests for production or inspection of records and data by the public and direct requests for disclosure of confidential information of recipients of services under this Contract.

For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with the CONTRACTOR's operations; however random, unsuccessful attempts at access shall not be considered a security incident. In addition, for purposes of this Contract, "Breach of Security" means unauthorized access of data containing personal information. Good faith access of personal information by an employee or agent of the CONTRACTOR does not constitute a breach of security, provided that the information is not used for a purpose unrelated to this Contract or subject to further unauthorized use.

The CONTRACTOR agrees to comply with applicable laws regarding breach of confidential information, which include, but is not limited to Section 501.171, Florida Statutes related to the security of confidential personal information. The CONTRACTOR shall notify the COALITION in writing of any Security Incident or Breach of Security of which it becomes aware by its employees, subcontractors, agents or representatives. Notwithstanding the requirements of Section 501.171(3), Florida Statutes, the CONTRACTOR'S notification shall be made in writing to the COALITION after the CONTRACTOR learns of the security incident or breach. The CONTRACTOR'S notification shall identify the following: (i) the nature of the unauthorized use or disclosure (ii) the confidential information used or disclosed (iii) who made the unauthorized use (iv) who received the unauthorized disclosure (v) what has the CONTRACTOR done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, which would include but not be limited to the timely notification of person(s) whose confidential or personal information was the subject of the Security Incident or Breach of Security and (vi) what corrective action has the CONTRACTOR taken or shall take to prevent future similar unauthorized use or disclosure. The CONTRACTOR shall provide such

other information, including a full written report, as reasonably requested by the COALITION. If the COALITION, at its sole discretion, determines that the CONTRACTOR has failed to comply with any of the confidentiality notification, disclosure and storage provisions of this Contract, or determines that prompt and satisfactory correction action has not occurred, said non-compliance shall be considered a breach of this Contract and the COALITION has the unilateral right to suspend this Contract until it is satisfied that the corrective action has been taken or may terminate this Contract. If this Contract is terminated, the CONTRACTOR must immediately surrender to the COALITION all confidential information and copies thereof obtained under this Contract and any other information relevant to this Contract.

The CONTRACTOR understands and agrees that all reasonable attorneys' fees and costs necessary for the COALITION to remedy any breach of confidentiality due to the conduct of the CONTRACTOR, its employees, subcontractors, agents, vendors or affiliates, or any individual within the control of the CONTRACTOR, shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall cooperate in the defense and settlement of such claims. The obligations of this section shall survive the expiration or termination of this Contract. The CONTRACTOR further understands and agrees to the confidentiality and security provisions of this Contract regarding the requirements to safeguard the confidentiality of information which is the subject of this Contract, and which is considered a material condition of this Contract. In the event that requirements to safeguard the information, unauthorized disclosure of the information, or the confidentiality of the information are compromised in any way, the CONTRACTOR will be subject to the penalties as follows:

*Criminal Penalties*: The CONTRACTOR and any of its employees, agents, contractors, subcontractors, vendors, affiliates or any individual that breaches the confidentiality requirements of this Contract are subject to any state or federal criminal sanctions provided by the law, including but not limited to the penalties as provided for in Section 119.10, Florida Statutes, the Florida Computer Related Crimes Act (Section 815.04) or any other applicable state or federal law or regulations.

*Civil Remedies*: In addition to criminal sanctions, the CONTRACTOR and its employees, agents, contractors, subcontractors, vendors, or any other individual who breaches the confidentiality requirements of this Contract or applicable laws are subject to any and all civil remedies available to the COALITION, OEL and the state of Florida. In the event there is a conflict with this provision and the policy and procedures of the COALITION, which would include but not be limited to the COALITION'S Incident Reporting policy and procedure, this provision of this Contract shall control.

**R. Information Technology and Systems Access and Security**

The CONTRACTOR hereby agrees that by entering into this Contract with the COALITION, the CONTRACTOR will, whenever possible, collect, transmit, secure, maintain, protect and store contract, program and project-related information in an open, updated and machine readable format rather than in a closed and/or outdated formats or on paper as provided in 2 CFR § 200.335, *Methods for collection, transmission and storage information,* as said rule maybe amended or modified from time to time.

The CONTRACTOR shall comply with the Computer-Related Crimes Act, Chapter 815, and the Information Protection Act, Section 501.171, Florida Statutes, as the same may be amended from time to time, and shall demonstrate due diligence in safeguarding the CONTRACTOR'S information resources by establishing policies and procedures for information systems security that contain criteria and standards as set forth in OEL Policy 5.02, Information Systems Security Program.

The CONTRACTOR shall develop and implement specific protocols reflecting, at a minimum, the following protocols of the Florida's Office of Early Learning Policy 5.02, section 02: 4. Security Training and Awareness; 10. Contingency Planning; 12. Identification and Authentication; 16. Personnel Security; 22. Mobile Computing; 25. Remote Access; 30. Database Security; 31. Media Management; and 32. Password Management.

## S. Incident Reporting

Any employee, agent or subcontractor, of the CONTRACTOR shall immediately report knowledge or suspicion of abuse, neglect, abandonment, lack of supervision, lack of care, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE) in accordance with Section 39.201, Florida Statutes, as the same may be amended from time to time if said person has reasonable cause to suspect any of the following circumstances:

1. That a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare or that a child is in need of supervision and care and said child does not have a parent, legal custodian, or responsible adult relative immediately known or available to provide supervision or care; or
2. That a child is abused by an adult other than the parent, legal custodian, caregiver, or other person responsible for the child's welfare; or
3. That a child is the victim of childhood sexual abuse or the victim of a known or suspected juvenile sexual offender.

The CONTRACTOR further agrees to immediately report knowledge of any actual or alleged abuse, abandonment, lack of supervision, neglect, serious injury or death suffered by a child who receives early learning services while in the care of an early care and education provider to the COALITION. Notice shall be provided in writing and by telephone. In no event shall notice be provided later than twenty-four (24) hours of obtaining such knowledge. This requirement to report abuse, neglect, abandonment, lack of supervision, lack of care, or exploitation shall apply it to its employees and its subcontractors.

The CONTRACTOR further agrees to ensure that its employees, agents and subcontractors disclose and report in writing in a timely manner to the COALITION any incidents concerning fraud, bribery, or gratuity violations potentially affecting this Contract and/or related federal/grant program(s).

The CONTRACTOR shall also be responsible for reporting all "reportable incidents. "Reportable Incidents" are defined in the COALITION'S *Incident Reporting Policy and Procedure*. The COALITION shall receive copies of any documents received by the CONTRACTOR relating to any incidents reported to the COALITION within twenty-four (24) hours of the receipt of any such documents by the CONTRACTOR.

## T. Intellectual Property

Any ideas, concepts, know-how, data processing techniques, software, documentation, diagrams, schematics, blueprints or other data, whether electronic or hardcopy, developed exclusively by the CONTRACTOR, their employees, their agents, or their subcontractors in connection with the services provided to the COALITION hereunder during the duration of the Contract shall be the exclusive property of the State of Florida and must be surrendered to the COALITION upon the expiration, termination, or cancellation of this Contract at no cost to the COALITION. The CONTRACTOR shall be responsible for reporting the foregoing to the COALITION within seven (7) days of creation and/or implementation of intellectual property.

## U. Patents, Copyrights, and Royalties

If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Contract, or in any way connected with Early Learning programs, the CONTRACTOR shall refer the discovery to the COALITION. If any discovery or invention arises or is developed in connection with the use of state funds under this Contract, or is in any way connected with the Early Learning programs, the CONTRACTOR shall refer the discovery or invention to the COALITION who shall refer it to Florida's Department of State to determine whether patent protection shall be sought in the name of the state of Florida or the COALITION. Pursuant to Section 286.021, Florida Statues and subject to the claims of the United States Department of Health and

Human Services ("USDHHS"), any and all patent or copyrights accruing under or in connection with the performance of this Contract that funded by Early Learning program funds are hereby reserved to the state of Florida or the COALITION, as applicable and as required by law. The CONTRACTOR shall be responsible for reporting the foregoing to the COALITION within seven (7) days of creation and/or implementation of intellectual property. Pursuant to 45 C.F.R., part 92.34, the USDHHS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes the copyright in any work developed with federal funds through the Contract and any rights of copyright which the CONTRACTOR or its subcontractors purchase with such federal funds.

In the event that any books, manuals, films, or other copyrightable materials are produced using funds under this Contract, the CONTRACTOR shall notify the COALITION. Any and all copyrights accruing under or in connection with the performance funded by this Contract are hereby reserved to the State of Florida. The CONTRACTOR shall be responsible for reporting the foregoing to the COALITION within seven (7) days of creation and/or implementation of intellectual property.

The following terms apply to the CONTRACTOR, its employees, its agents and its subcontractors as a grant recipient of the funds under this Contract:

1. With respect to all products created utilizing the funds under this Contract, said materials will be the property of the COALITION and OEL.
2. To the extent that any product constitutes "work" within the meaning of United States copyright laws, 17 United States Code Service ("U.S.C.") 10, et seq., it shall be "work for hire." In the event that a court of competent jurisdiction determines that a product or material is not a "work for hire" as a matter of law, the CONTRACTOR shall assign and convey to the COALITION and/or OEL, all right, title, and interest in the product or material and require tis employees, its agents and its subcontractors to do the same.
3. The CONTRACTOR agrees that its employees, its agents and its subcontractors will not assert any ownership of the product(s) produced pursuant to this Contract. The CONTRACTOR shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees, agents and subcontractors in order to the secure the COALITION's and OEL's rights.
4. Any claim by the CONTRACTOR of ownership of pre-existing copyrights should be explicitly stated in the project documentation.
5. The CONTRACTOR agrees that if it hires any third party to perform any work pursuant to this agreement, the work shall be on a "work for hire" basis and shall not in any way infringe upon the COALITION's or OEL's ownership of the product.
6. The CONTRACTOR agrees not to convey any rights in the product to a third party.
7. If the CONTRACTOR hires a third party to perform any work that involves the use of the pre-existing intellectual content owned by the third party, the third party shall expressly assert its ownership of the content and shall grant the COALITION and OEL the non-exclusive license to use the product.

A licensing agreement or other agreement regarding the use of intellectual property developed pursuant to this agreement may be developed between the COALITION and CONTRACTOR in order to further the use of the products in the educational community. The CONTRACTOR further agrees that any contracts or agreements for the performance of experimental, developmental or research work shall provide for the rights of the federal government and the contractor in any resulting invention in accordance with Code of Federal Regulation ("C.F.R."), part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements", and any implementing regulations issued by the awarding agency.

In accordance with applicable federal and state laws, the CONTRACTOR will not violate the copyrights of any third party during the performance of the scope of work for this Contract. The

CONTRACTOR further warrants that as to each deliverable (as the term is defined and described in this Contract), the COALITION'S or OEL'S use of deliverables will not infringe on the copyright of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Section 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision, the CONTRACTOR additionally warrants the following:

1. As to each work of software other "information technology", as defined in applicable federal and Florida statutes and rules, including, but not limited to Section 287.012(15), Florida Statutes, in which copyrights subsist, the CONTRACTOR has acquired the rights by conveyance or license to any third party software or the information technology, which was use to produce the deliverable(s) as set forth in this Contract.
2. As to each image and sound recording incorporated into the deliverable(s) as set forth in this Contract, the CONTRACTOR has acquired the necessary rights, releases, and waivers from the person or entity whose image or sound included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken.

To the extent permitted by law, the CONTRACTOR, shall indemnify and hold the COALITION and its employees harmless from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the CONTRACTOR in the performance of this Contract. The CONTRACTOR shall have no liability when such claim is solely and exclusively due to the State of Florida's alteration of the invention or article.

**V. Cooperation**

The CONTRACTOR agrees to fully cooperate with the COALITION, the OEL and any applicable state and federal authority regarding any fraud or other type of investigations. Cooperation shall include, but not be limited to the production of any requested documents and the commitment to make available any witnesses to testify when requested by the aforementioned entities.

**W. Warrant of Ability to Perform**

The CONTRACTOR warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, litigation or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the CONTRACTOR'S ability to perform under the Contract. The CONTRACTOR shall immediately notify the COALITION in writing if its ability to perform is compromised in any manner or if it is involved in any litigation during the term of the Contract.

**X. Notification of Legal Action**

The CONTRACTOR shall notify the COALITION of legal actions filed, served, taken or threatened against the CONTRACTOR which would include, but not be limited to as lawsuits, claims, filings, special proceedings or other matters that are related to or arising from the services or work provided through or as a result of this Contract, or that may impact the CONTRACTOR'S ability to deliver the contractual services, or that adversely impact the COALITION and/or the recipients of the COALITION'S programs. The COALITION will be notified in writing within twenty-four (24) chronological hours of the CONTRACTOR becoming aware of such action or from the day of the legal filing of said action, whichever is earlier.

**Y. Assignments and Subcontracts**

The CONTRACTOR agrees to neither assign the responsibility for this Contract to another party nor subcontract for any work contemplated under this Contract without prior written approval of the COALITION. The CONTRACTOR shall be prohibited from assigning or subcontracting direct

administrative or fiscal control or responsibility for the Contract to another party. The CONTRACTOR is solely responsible for maintaining all fiscal records and shall maintain direct management of, direct access to and complete control over all fiscal records and administrative functions and records. The CONTRACTOR may contract with a vendor for general accounting and human resource functions; however, such contracts shall specific that the CONTRACTOR shall have immediate accessibility to all records and documents. The vendor must, by law, maintain required confidential data. Any subcontract, sublicense, assignment or transfer otherwise occurring, without prior approval of the COALITION, shall be null and void.

The CONTRACTOR shall notify the COALITION within 48 hours that the CONTRACTOR formally initiated a contract for service alteration, termination or approached by another entity to discuss possible merger or directly offered early learning services that another entity previously provided on the COALITION's behalf. The CONTRACTOR shall also notify the COALITION within 48 hours if the CONTRACTOR's board of directors approves any motion to alter or terminate a contract for services, approach another contractor or lead agency to discuss a possible merger or directly offer services that another entity previously provided on the COALITION'S behalf. For purposes of this Section, a "contract for services" is a contract for system support or direct enhancement services. Once the CONTRACTOR'S board approves such action, the CONTRACTOR shall have, at a minimum of 90 days prior to the service transition to submit to the COALITION a transition plan for review and approval to the COALITION. The transition plan as described herein shall outline the transition of services and shall include estimated dates and deadlines regarding said transition of services. If an emergency situation arises where the CONTRACTOR cannot provide notice to the COALITION as prescribed herein, the CONTRACTOR shall immediately notify the COALITION as soon as practicable regarding any action as described herein. For purposes of this Section, "emergency situation" are those situations that require emergency action as set forth under Section 287.057, Florida Statutes as well as those that may qualify under Section CC of this Contract (Force Majeure) if said condition persists to the point to permanently or substantially impair the CONTRACTOR from delivery of services as set forth under this Contract.

The CONTRACTOR agrees to be responsible for all work performed and all expenses incurred in connection with the CONTRACTOR'S work or by subcontractors and consultants who may be hired by the CONTRACTOR under this Contract. If the COALITION permits the CONTRACTOR to subcontract all or part of the work contemplated under this Contract, including entering into subcontracts with vendors or community providers for services and commodities, it is understood by the CONTRACTOR that all such subcontract arrangements shall be evidenced by a written document subject to prior review and comment by the COALITION. Such review of the written subcontract document by the COALITION shall be limited to a determination of whether or not the COALITION approves of the subcontractor and the applicable terms and conditions of this Contract. The CONTRACTOR further agrees that the COALITION shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the CONTRACTOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The CONTRACTOR, at its expense, shall defend the COALITION against such claims.

The COALITION shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to the CONTRACTOR and following appropriate State of Florida procedures. In the event the COALITION approves transfer of the CONTRACTOR'S obligations, the CONTRACTOR remains responsible for all work performed and all expenses incurred in connection with this Contract prior to the date of the assignment or transfer. In addition, this Contract shall bind the successors, assigns, and legal representatives of the CONTRACTOR and of any legal entity that succeeds to the obligations of the CONTRACTOR. It is the CONTRACTOR'S responsibility to ensure that its subcontractors observe the same terms and conditions as contained in this Contract.

The COALITION may undertake or award supplemental contracts for work related to this Contract, or any portion thereof. The CONTRACTOR shall cooperate with such other contractors and the

COALITION in all such cases. Any subcontractors to the CONTRACTOR shall be required to abide by this provision as a condition of the agreement between the subcontractor and the CONTRACTOR.

The COALITION shall notify the CONTRACTOR if, in the COALITION'S judgment, the CONTRACTOR or any of its subcontractors are not maintaining staff sufficient to deliver the agreed upon services required by this Contract or if performance by certain staff is insufficient to deliver contracted services. Within two (2) business days after notification, the CONTRACTOR shall state in writing what, if any, actions shall be taken to address the concerns of the COALITION.

**Z. Amendments**

In addition to changes necessitated by law, the COALITION may at any time, with written notice to the CONTRACTOR, request changes within the general scope of this Contract. Such changes may include modification to the requirements, changes to processing procedures, or other changes as decided by the COALITION. Any investigation necessary to determine the impact of the change shall be the responsibility of the CONTRACTOR. Modifications to provisions of this Contract shall only be valid when they have been reduced to writing and duly signed and dated by the authorized signatories for the COALITION and the CONTRACTOR as set forth in this Contract.

The parties agree to renegotiate and, if necessary, amend the Contract if there are revisions of any applicable federal and/or state statutes, rules, regulations, or any state governing agreements, which would include but not be limited to the Grant Agreement. The rate of payment and the total dollar amount may be adjusted retroactively to reflect changes in payment established through the COALITION'S budget modification process as described in **Attachment I, Section E., Paragraph 6** of this Contract.

**AA. Disputes**

The COALITION'S Contract Manager shall be the first contact for dispute resolution concerning performance of this Contract. Any dispute that cannot be resolved by the COALITION'S Contract Manager via phone or in person within forty-eight (48) hours of said contact shall be reduced to writing and delivered by certified mail or any expedited delivery service that provides verification of delivery to the COALITION'S office by the CONTRACTOR to the attention of the Contract Manager. Upon receipt of said correspondence, the Contractor Manager shall review the written dispute and deliver said written dispute to the Chief Executive Officer no later than forty-eight (48) hours after delivery of said written dispute. The COALITION'S Chief Executive Officer shall review the written dispute and shall render a decision regarding said dispute, within ten (10) business days after receipt of the written dispute. The Chief Executive Officer shall deliver a written decision regarding the dispute to the CONTRACTOR and the COALITION'S Contract Manager. Except as provided for in the Contract, nothing herein shall preclude the CONTRACTOR from pursuing any available remedies at law or equity if dissatisfied with the COALITION'S decision. This section deals solely with disputes between the COALITION AND the CONTRACTOR only and is not intended to create any third party beneficiary rights under the Contract in favor of any subcontractor, vendor, or other service provider as those terms maybe defined under any applicable laws or policy and procedure of the COALITION. In the event there is a conflict between this **Section AA** and the policies and procedures of the COALITION as it pertains to dispute resolution between the COALITION and the CONTRACTOR, this section shall control. In the event there is a conflict between applicable federal and/or Florida statutes, rules and regulations and this **Section AA** as it pertains to dispute resolution between the COALITION and the CONTRACTOR, said applicable federal and/or Florida statutes, rules and regulations to the extent said conflict is strictly prohibited shall apply, in whole or in part, under those applicable statutes, rules and regulations. CONTRACTOR agrees to comply with, where applicable, the COALITION'S Grievance Policy and Procedures.

**BB. Default**

In the event there is a breach of the terms and conditions of the Contract, said breach shall constitute an Event of Default hereunder. An "Event of Default" shall mean the failure of the CONTRACTOR to perform pursuant to the terms and conditions set forth in this Contract and said failure to perform has not been cured within thirty (30) days or within the time frame as set forth in said breached provision of the Contract, after receipt of written notice from the COALITION specifying such failure, or within such other reasonable time period agreed to by both parties. Notwithstanding the foregoing, the COALITION shall not be required to provide written notice and a period to cure a breach of the terms and conditions of this Contract by the CONTRACTOR and may terminate this Contract as set forth in **Section DD** of this Contract. In no event shall a breach of the terms and conditions of the Contract by CONTRACTOR constitute an Event of Default if such failure of performance is caused by or is the result of causes beyond the reasonable control of the CONTRACTOR due to any occurrence commonly known as force majeure as defined in **Section CC** of this Contract. Waiver or breach of any provisions of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Contract.

In the Event of Default, the COALITION shall be entitled to any and all remedies in law and equity in addition to those remedies set forth in the Contract and the pursuit of said remedies shall survive the expiration or termination of this Contract.

As it pertains to an Event of Default, the COALITION may take one or more of the following contractual remedies or actions:

1. Temporary withhold cash payments pending the CONTRACTOR'S curing of a deficiency.
2. Disallow (which means both the use of funds and any applicable matching credit) all or part of the cost of the activity or action not in compliance.
3. Withhold further project or program awards.
4. Terminate this Contract as set forth in Section DD of this Contract.

## CC. Force Majeure And Notice Of Delay From Force Majeure

The COALITION and the CONTRACTOR agree and acknowledge that neither party shall be liable to the other for any delay, disruption, non-compliance or failure to perform under the Contract if such delay, disruption, non-compliance or failure to perform is neither the fault nor due to the negligence or intentional acts or omissions of the party, its employees or agents and said delay is due directly to acts of God (i.e. hurricanes, tornados, etc.,), wars, acts of public enemies (including, but not limited to terrorist related activities), strikes, fires, floods or other similar cause wholly beyond the party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. In the event of a delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay, disruption, non-compliance related to the party's performance obligation under this Contract.

If the delay, disruption, or non-compliance is excusable under this paragraph, the delay, disruption or non-compliance will not result in any additional charge or cost under the Contract to either party. In the case of any delay, disruption or non-performance that the CONTRACTOR believes is excusable under this paragraph, the CONTRACTOR shall notify the COALITION in writing of the delay, disruption or non-performance and/or the potential thereof within five (5) calendar days after the cause that creates or will create said delay, disruption or non-performance. Notwithstanding the foregoing, the CONTRACTOR shall use every reasonable efforts to adequately prepare for those matters that while considered "acts of God", occur with enough frequency either during certain time periods or events that would make said acts of God reasonably foreseeable (i.e. hurricanes between the months of June through November). For purposes of this paragraph, "preparation" shall mean the creation and implementation of policies and procedures for those acts of God that occur during certain times of the year, or events such as emergency preparedness. Failure to have sufficient policies and procedures in place for those reasonably foreseeable acts of God or other matters as stated above shall

be determinative of whether or not the parties to this Contract shall be able to exercise the remedies as set forth herein.

The foregoing shall constitute the CONTRACTOR'S sole remedy or excuse with respect to the delay, disruption or non-performance. The act of providing written notice to the COALTION in accordance with this section is a condition precedent to the exercise of such remedy. The COALITION, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the CONTRACTOR of its decision in writing. The CONTRACTOR, other than for an extension of time, shall assert no claim for damages, against the COALITION. In addition, the CONTRACTOR shall not be entitled to an increase in the Contract price or payment of any kind from the COALITION for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising from any delay, disruption, interference, non-performance or hindrance from any cause whatsoever.

If the performance of the CONTRACTOR is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the CONTRACTOR shall perform, in accordance with the terms and conditions of the Contract, at no increased costs unless the COALITION, in its sole discretion, determines that the delay, disruption or non-performance will significantly impair the value of the Contract to the COALITION, OEL, or the State of Florida, in which case, the COALITION may do any or all of the following: (1) accept the allocated performance or deliverables from the CONTRACTOR, provided that the CONTRACTOR grants preferential treatment to the COALITION with respect to products or services subjected to allocation; (2) purchase from other sources (with recourse to and by the CONTRACTOR for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, disruption or non-performance, which purchases may be deducted from the Contract quantity; or (3) terminate this Contract.

**DD. Termination**

1. Termination at Will - This Contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be provided by certified mail, return receipt requested or in person with proof of delivery. Except as stated in this **Section DD** as it pertains to transition of services or to complete an agreed upon portion of its work, the CONTRACTOR shall not furnish any further services after it receives a notice of termination from COALITION.

2. Termination Due to the Lack of Funds - In the event funds to finance this Contract become unavailable or if the Federal government or the State of Florida withdraws or redirects funds upon which the Contract depends, the COALITION may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the CONTRACTOR. In the event the federal, state, and/or local funds upon which this Contract is dependent are withdrawn or redirected, this Contract is terminated and the COALITION shall have no further liability to the CONTRACTOR beyond that already incurred prior to the termination date. Under this circumstance, notice shall be provided by certified mail, return receipt requested or in person with proof of delivery. The COALITION shall be the final authority as to the availability of funds and shall not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract, the CONTRACTOR shall be compensated for any work satisfactorily completed prior to the time of termination.

3. Termination for Cause - This Contract may be terminated by the COALITION for nonperformance or non-compliance by the CONTRACTOR upon no less than twenty-four (24) hours notice in writing to the CONTRACTOR. In the event this Contract is terminated for cause by the COALITION, the CONTRACTOR shall be liable for the COALITION'S expenses for additional managerial and administrative services required to complete or obtain services or items from another contractor.

After receipt of a notice of termination, The CONTRACTOR shall do the following:

a. As of the date of termination notice, stop all work under the Contract to the extent specific in said notice.
b. Take such action as may be necessary, or as the COALITION may specify to protect and preserve any property related to the Contract which is in the possession of the CONTRACTOR and in which the COALITION or OEL has or may acquire an interest.
c. Transfer, assign and make available to the COALITION and OEL all property and materials belonging to the COALITION and OEL, upon the effective date of the termination notice of the Contract
d. Meet all public records law requirements specific under **Sections E, Q, R and S** of this Contract.

Any obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature or other funding constraints that are not inconsistent with the terms of this Contract. In the event that this Contract is terminated for any reason, the CONTRACTOR agrees to assist the COALITION in the smooth transition of services by promptly providing to the COALITION all of the COALITION'S records and non-expendable property purchased with the COALITION'S funds in the CONTRACTOR'S possession to the COALITION.

**EE. Conflict of Laws and Order of Precedence**

In the event that federal law, Florida Law, the Grant Agreement, the COALITION Plan and/or the COALITION Bylaws conflicts with this Contract, Florida law, federal law the Grant Agreement, the COALITION Plan, and/or the COALITION Bylaws, shall prevail over this Contract. The precedence of the foregoing shall be as follows: (i) federal law (ii) Florida law (iii)) Grant Agreement (iv) COALITION Plan and (v) COALITION Bylaws. In the event there is a conflict between the standard core contract and the Attachments, the Attachments shall control unless the standard core contract has been subsequently amended by the COALITION and the CONTRACTOR to address the conflict between the standard core contract and the Attachments in which case the standard core contract will control.

**FF. Severability**

If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the unenforceable provision will be stricken by the COALITION and the remaining terms and conditions remain in full force and effect.

**GG. Counterparts**

This Contract may be executed in counterparts, all of which shall constitute one and the same document.

**HH. Name, Mailing and Street Address of the CONTRACTOR and the COALITION Contacts**

The names, address, zip code and telephone number of the payee for the CONTRACTOR is:

Broward Regional Health Planning Council, Inc.
200 Oakwood Lane, Suite 100
Hollywood, FL 33020
954-561-9681

The name, address, zip code and telephone number of the CONTRACTOR'S Contract Manager is:

Michael De Lucca
200 Oakwood Lane, Suite 100
Hollywood, FL 33020
954-561-9681

The name, address, zip code and telephone number of the COALITION'S Contract Manager is:

Gordia Ross
6301 NW 5th Way
Ft. Lauderdale, FL 33309
954-377-2188

In the event that different representatives are designated by any party after the execution of this Contract, notice of the name, address, zip code and telephone number of the newest representative shall be rendered in writing to all other parties and said notification attached to copies of this Contract. Unless otherwise specified by the Parties, invoices, reports, correspondences, notices, records, and any other documents concerning or related to the Contract shall be submitted to the persons identified above.

II. **Standard Core Contract**
**Attachment I**
**Attachment II**
**Attachment III**
**Attachment IV**
**Attachment V**

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THIS SECTION INTENTIONALLY LEFT BLANK

EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

By _____
Laurie Sallarulo, ~~Esquire,~~ Chair

Witness _____
Charles M. Hood, III

Approved as to form by
Jacob C. Jackson, Esquire
General Counsel
Early Learning Coalition of Broward County, Inc.

By _____
Jacob Jackson, Esquire

Federal EID # (or SSN): 65-1060848
COALITION Fiscal Year Ending Date: 6/30/17

BROWARD REGIONAL HEALTH PLANNING COUNCIL, INC.

SIGNED BY: _____

☐ Electronic Signature

NAME: Michael De Lucca

TITLE: President /CEO

Witness _____

Federal EIN # (or SSN): 59-2274772
CONTRACTOR Fiscal Year Ending Date: 06/30/17

EARLY LEARNING COALITION OF BROWARD COUNTY, INC.
ATTACHMENT I
TO STANDARD CONTRACT WITH
Broward Regional Health Planning Council, Inc.
(Eligibility and Enrollment and Fiscal Administration for School Readiness, Child Care Executive Partnership, Voluntary Prekindergarten, and Financially Assisted Child Care Programs)

A. Services to be Provided

1. Definition of terms

(1) **Administrative Services** - Services provided by the Coalition necessary to administer the contracts, coordinate, support and oversee the Early Care and Education Service System.

(2) **Advance Payment for Coalition Services** - A payment of a portion of the Contract funds available to a Contractor prior to the delivery of services or the expenditure of funds by the Contractor. (Advance payment may be made when authorized by the State's Appropriations Act or expressly authorized by state and/or federal law or the OEL policies for the benefit of not-for-profit corporations or governmental agencies.)

(3) **Advance Payment for Voluntary Prekindergarten Services** - A payment to VPK service providers as authorized by the OEL, for VPK services prior to the submission of a student's attendance record. All advance payments must be reconciled and adjusted based upon actual student attendance in accordance with the OEL'S Uniform Attendance Policy.

(4) **Amendment** - A document by which substantial changes are made to the terms of an executed Contract. (Changes requiring an amendment include, but are not limited to, adjustments in costs, services, time period, and methods of payment. The amendment is incorporated as part of the original Contract).

(5) **Broward County Funded Homeless Program** - A program which supports child care services for homeless children, funded by Broward County Human Services Department.

(6) **CareerSource Broward, Inc.** - Broward's Regional CareerSource Florida Board responsible for work requirement activities associated with the Temporary Assistance for Needy Families (TANF) Program.

(7) **Child Assessment** - An ongoing, systematic process of determining what children in school readiness programs, both individually and collectively, know and can do in relation to their optimal development and overall program goals.

(8) **Child Assessment Tool** - An instrument designed to examine a child's development, which records assessment results of a child's age-appropriate progress according to developmental norms.

(9) **Child Care Executive Partnership ("CCEP")** - The CCEP program is a public/private partnership program that helps employers meet the needs of a growing segment of their work force - working parents. Through the program, federal and state funding is "matched" with contributions from local governments, charitable foundations and/or private businesses on a dollar-for-dollar basis to provide child care services to participating families. The program helps communities expand child care funding for lower-income working families and helps employers increase profits by providing valuable work-life benefits for employees. The program's annual budget, fund distributions and policy decisions about administering the program are prepared at the state level. At the local level, the Coalition makes funding decisions, administers the program, manages contributions and determines eligibility for families who want to participate.

(10) **Child Care Resource & Referral Network ("CCR&R")** – A free service for any family living in or preparing to move to Florida that helps parents identify and select quality child care and early education programs and offers community resources. The Coalition provides resource and referral services for families and childcare Service Providers in their local areas. The local resource and referral program provides the following:

- Acts as a "front door" to families, providing early learning information and referrals and community resources.
- Maintains a database of all legally operating Service Providers.
- Provides assistance to those applying for SR or VPK Programs or to families with children who have disabilities or special healthcare needs.

(11) **Child Care Service Provider** - An individual or organization that provides direct child care services.

(12) **Child Care Training Coordination Agency** - An authorized contract provider designated by the Florida Department of Children and Families to coordinate training services for child care personnel, those seeking employment as child care personnel, licensed or registered family child care home operators, and those in the process of becoming licensed or registered family child care home operators.

(13) **Children At Risk of Abuse, Neglect, and Exploitation** - Children referred by the Florida Department of Children and Families or its contracted community-based lead agency who are: (a) in families under investigation by the Florida Department of Children and Families or a designated local sheriff's office for abuse, neglect, abandonment or exploitation; (b) in families under the supervision of the Department of Children and Families or its contracted community-based lead agency for abuse, neglect, abandonment or exploitation; (c) in the court ordered long-term custody or under the guardianship of a relative or non-relative following the termination of supervision by the Florida Department of Children and Families or its contracted community-based lead agency; or (d) in court ordered long-term licensed custody. The Coalition may prioritize children determined to be at risk by Coalition policy, as may be adopted from time to time. Such policy shall not be inconsistent with Florida law.

(14) **Children's Services Council of Broward County** - A local taxing authority created to plan, coordinate, and fund services for and on behalf of the children of Broward County.

(15) **Classroom Assessment Scoring System (CLASS)** - A reliable, research-based observational instrument used to assess quality in preschool classrooms. The CLASS assesses interactions between children and teachers in three major domains of the classroom experience: Emotional Support, Classroom Organization, and Instructional Support.

(16) **Clusters** - A group of child care facilities geographically located in a defined area for technical assistance work.

(17) **Coalition** - Early Learning Coalition of Broward County, Inc.

(18) **Contract** - A formal written agreement between the Coalition and a Contractor for the procurement of services (A formal contract consists of the Standard Contract and all attachments and exhibits).

(19) **Contract Manager** - Either a Coalition or Contractor employee designated in the contract responsible for oversight of the Contract (The Contract Manager is responsible for contract compliance and often serves as a liaison between the Coalition and the Contractor).

(20) **Contractor** - Those entities that contract directly with the Coalition to provide School Readiness ("SR") or Voluntary Pre-Kindergarten ("VPK") services and/or programs in accordance with Florida statutes and provide monitoring, investigations and/or other oversight functions on behalf of the Coalition to Service Providers.

(21) **Cost Reimbursement** - A method of payment used to reimburse a Contractor for actual expenditures incurred in accordance with a line item budget.

(22) **Developmental Screening Instrument** - An age appropriate tool or tools, approved by the Coalition, used to screen the age-consistent development of children, birth to school-age.

(23) **Differentiated Accountability School Neighborhood** - Geographic area surrounding an elementary school in Broward County, defined by the Superintendent of Broward County Public Schools as a school where students have not demonstrated adequate yearly progress.

(24) **Direct Services** – SR Program childcare services or VPK educational services that an approved, contracted Child Care Service Provider delivers to the public.

(25) **Disenrollment** - Removing, either temporarily or permanently, a child from SR Program participation.

(26) **Early Care and Education (Child Care)** - The education, care, protection, and supervision of a child, for a period of less than twenty-four hours per day on a regular basis, which supplements parental care, enrichment, and health supervision for the child, in accordance with the child's individual needs, and for which a payment, fee, or grant is made for care.

(27) **Early Care and Education Programs** - Programs that are developmentally appropriate using researched based curricula that provide the necessary elements to prepare at risk children for school as described in Chapter 1002, Florida Statutes, as may be amended from time to time.

(28) **Early Care and Education Service System** - An integrated and seamless system of services that ensures all children are emotionally, physically, socially, and intellectually ready to enter school and ready to learn, while fully recognizing the crucial role of parents as a child's first teacher.

(29) **Early Childhood Educator/Early Childhood Practitioner**- a teacher who works with young children (birth through eight years old) in a classroom setting to ensure that their basic health and safety needs are met while in care and support the development of social-emotional, physical and cognitive skills to prepare them for school and life success.

(30) **Early Intervention Services** - Services provided through Child Find, by the Children's Diagnostic and Treatment Center, and Florida Diagnostic & Learning Resources System, and other appropriately licensed health professionals to children and families.

(31) **Early Learning Information System** - A data management system used by the Office of Early Learning, the Coalition and Contractor(s) to manage the Early Care and Education program.

(32) **Early Learning Regions** - Six (6) geographic regions including: North East, North West, Central East, Central West, South East, and South West for ease of access for quality improvement coach's activities.

(33) **Early Steps** - Florida's early intervention system that offers services to eligible infants and toddlers (birth to thirty-six months) with significant delays or a condition likely to result in a developmental delay. Early Intervention is provided to support families and caregivers in developing the competence and confidence to help their child learn and develop.

(34) **ELC 1 Contractor** - The contractor chosen by the Coalition as a result of its procurement activities to perform Child Care Resource & Referral and Family Education Call Center Administration Services on behalf of the Coalition.

(35) **ELC 2 Contractor** - The contractor chosen by the Coalition as a result of its procurement activities to perform Eligibility and Enrollment and Fiscal Administration for the School Readiness, Child Care Executive Partnership, Voluntary Prekindergarten, and Financially Assisted Child Care Programs on behalf of the Coalition.

(36) **ELC 4 Contractor** - The contractor chosen by the Coalition to perform Roads to Child Outcomes on behalf of the Coalition.

(37) **ELC 7 Contractor** - The contractor chosen by the Coalition to implement Child Care WAGE$® Florida Program on behalf of the Coalition.

(38) **Eligibility Determination Services** - Services used to determine whether or not an applicant for financial assistance for School Readiness services or Voluntary Prekindergarten programs is eligible to receive such services under Chapter 6M-4, Florida Administrative Code ("FAC") Chapter 6M-8, FAC, Chapter 6M-9, FAC, or Chapter 1002 of the Florida Statutes, Coalition guidelines, and other applicable law.

(39) **Enhanced Field System (EFS)** - A data management system used by the Office of Early Learning, the Coalition and Contractor(s) to manage the Early Care and Education program.

(40) **Environment Rating Scales** - Reliable, research-based assessment tools used to assess the quality of child care settings that include: infant/toddler, preschool, school-age, and family child care settings. Subscales measure the quality of interactions that take place in a setting between and among children, staff, parents, and other adults, and the interactions children have with the many materials and activities in the environment, as well as those features, such as space, schedule and materials that support these interactions.

(41) **Exhibit** - A document or material object added as an attachment to this Contract.

(42) **Family Engagement and Support**– An approach in early care and education programs which increases family strengths, enhances child development and reduces child abuse and neglect. It will build on five protective factors that promote healthy outcomes such as parental resilience, social connections, knowledge of parenting and child development, support in time of need, and social emotional competence of children; recognizes and support parents as decision makers and leaders and values the culture and unique assets of each family.

(43) **FDLRS/Child Find** - The entry point for Exceptional Student Education (ESE) services for birth-to-five-year old children and their families in Broward County. Florida Diagnostic & Learning Resources System (FDLRS)/Child Find refers children from birth to three years of age for Early Steps and evaluation services at the Children's Diagnostic and Treatment Center located in Broward County.

(44) **Fiscal Year** - An accounting period of twelve (12) consecutive months. The Coalition's fiscal year is July 1 through June 30.

(45) **Fixed Price** - A payment method used when services can be broken down into unit costs (e.g., hours, client days) or a fixed fee (e.g., payment based on delivery of a complete service).

(46) *Florida Directory of Early Childhood Services (Florida's Central Directory)* - provides statewide information and referral services for families of children who have disabilities and special health care needs or who are at risk for developmental delays. Florida's Central Directory operates a national toll-free number (1-800-654-4440), maintains a statewide database, and promotes advocacy, public awareness and education to the community about the services available to those aforementioned populations.

(47) **Florida Performance Standards** - Developmental goals that are based on the findings of early childhood research and represent the skills that children ages birth to school-age should know and be able to master. The Florida Performance Standards for under school-age children may be downloaded from the State of Florida Office of Early Learning website: *http://www.floridaearlylearning.com*. The Florida Voluntary Prekindergarten Education Standards may be downloaded from the State of Florida Department of Education website: *http://www.floridaearlylearning.com/statewide_initiatives.aspx.*

(48) **Full Time Equivalent (FTE)** A measurement of time paid to employees. (One FTE = 2,080 hours of time paid based on a 40 hour work week.

(49) **Gold Seal Child Care Center / Gold Seal Family Child Care Home** - Any child care center or home which provides care to children, is accredited by a recognized accrediting association and has achieved a "Gold Seal Quality Care" designation by the state of Florida pursuant to Section 402.281, Florida Statutes and 65C-20.014, Florida Administrative Code. The Florida Department of Children and Families maintains the official list of Gold Seal Centers and Homes.

(50) **Gold Seal Quality Care Program** - The state of Florida program that is overseen by the Florida Department of Children And Families ("DCF") which provides a "Gold Seal Quality Care" designation to those child care facilities, large family child care homes and family day care homes that have been approved by state-recognized accrediting agencies in terms of meeting quality care standards that are in addition to the state's minimum licensing standards pursuant to Section 402.281, Florida Statutes and 65C-20.014, Florida Administrative Code.

(51) **Grant Agreement**- the most current agreement between the Office of Early Learning and the Coalition that funds the VPK and SR programs and services for Broward County via a grant from the Office of Early Learning to the Coalition.

(52) **Health and Safety Monitoring** - Monitoring services for informal child care arrangements set forth in 45 C.F.R § 98.41. Monitoring services ensure that environments are healthy and safe for children who receive financial assistance for school readiness services. Such services include inspecting for compliance and investigating complaints prior to enforcement procedure and appropriate actions.

(53) **Health Report** - A report that includes Department of Health Forms #680 and #3040 which are prepared by a physician and used to document the results of the Health Screening as required by Florida Statutes.

(54) **Health Screening** - Services provided to children that may include, but are not limited to: health assessments, well-child check-ups, assessment and/or provision of childhood immunizations, dental screenings, vision screenings, nutritional screenings, and hearing screenings.

(55) **Inclusion Specialist** – a master teacher with credentials and expertise in working with children with special needs, who provides specialized professional development and consultations to other master teachers and other early learning program staff. A person in this position will also be responsible for ensuring Warm Line/Inclusion services available to providers regardless of position/funding/title.

(56) **Inclusion Warm-Line Services ("Warm-Line")** - Services that provide assistance and consultation about including children with disabilities and special health care needs. This service is available to any early care and education provider requesting information relating to disability and special health care needs of children. The warm-line is provided through a regional toll-free call line that provides assistance and consultation to child care facilities and family child care homes regarding health, developmental, disability, and special needs issues of the children they are serving, particularly children with disabilities and other special needs in accordance Section 1002.82 (2)(r), Florida Statutes.

(57) **Income Eligible** - Children eligible for school readiness services pursuant to the applicable rules under the Florida Administrative Code.

(58) **Indirect Costs** - Costs incurred for common or cooperative objectives that cannot be readily identified to a final cost objective program or service.

(59) **Individual Educational Plan (IEP)** - A written statement for a student with a disability that is developed, reviewed, and revised in accordance with Florida Administrative Code 6A-6.03011 through 6A-0361. This early intervention plan is developed to support children ages 3 to 21, by an IEP Team comprised of the parents of the child; one regular education teacher of the child (if the child is, or may be, participating in the regular education environment); one special education teacher of the child, or where appropriate, not less than one special education provider of the child; a representative of the public agency who is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities; is knowledgeable about the general education curriculum; and is knowledgeable about the availability of resources of the public agency; an individual who can interpret the instructional implications of evaluation results; other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate (invited at the discretion of the parent or the agency).

(60) **Individualized Family Support Plan (IFSP):** A written statement for a child under three years of age with identified developmental delays or a diagnosed physical or mental condition that has a high probability of resulting in developmental delay. This early intervention plan is developed by the family and the Early Steps program for children who need early intervention services because the child is experiencing developmental delays, as measured by appropriate diagnostic instruments and procedures in one or more of the areas of cognitive development, physical development, communication development, social and emotional development, and adaptive development; or has a diagnosed physical or mental condition that has a high probability of resulting in developmental delay.

(61) **Individualized Plan** - A plan that addresses each child's individual developmental needs as determined by a developmental screening tool. (The plan's components include, but are not limited to strengths and weaknesses related to developmental growth; developmental goals and objectives; and activity implementation plans for teachers and families.)

(62) **Informal Child Care** - An unregulated child care arrangement either in the child's home or other home and provided by a relative or non-relative.

(63) **Informal Child Care Provider** - A School Readiness provider (relative, neighbor, or friend) that is not a regulated provider that is licensed by the Florida Department of Children and Family Services or a local licensing agency which meets or exceeds the state's minimum standards, or a public school.

(64) **Invitation To Negotiate (ITN)** - A written solicitation for competitive sealed replies to select one or more Contractors with which to commence negotiations for the procurement of commodities or contractual services.

(65) **Invoice** - A standardized form used by the Contractor to request payment from the Coalition.

(66) **Link** - The completion of the referral process in which a family successfully connects with a third party service provider.

(67) **Local Match** - A contribution, in cash or in kind, specified by the funding source to be used in conjunction with the donation of the funding source, and upon which receipt of that donation is contingent on receiving other funds.

(68) **Master Teacher** – Highly skilled professionals whose primary role will be to visit classrooms and coach teachers using reflective practice to improve and implement high quality instruction and support overall learning experience for children.

(69) **Master Teacher Team** – A team of professionals made up of a supervisor, general Master Teachers, Master Teacher(s) with specialization in working with children with special needs and Master Teacher assistant(s) which will be connected to a specific number of centers within a cluster.

(70) **Method of Payment** - A payment specification which includes the maximum dollar amount of the Contract, the manner in which the Contract costs shall be displayed on invoices, the frequency with which invoices shall be submitted to the Coalition, and any special conditions pertaining to payment of the Contract invoices.

(71) **Monitoring** - Actions, activities and practices used by the Coalition to determine and verify a Service Provider and Child Care Service Provider's use of funds and programs are in compliance with the requirements of the VPK, SR, or other early learning program, as set forth in the Florida Statutes, state rules, procedures of the Coalition and OEL.

(72) **Office of Early Learning ("OEL")** - OEL is the lead agency for the CCDF Program and is the governmental entity providing oversight and administration for early learning programs in Florida consisting of, but not limited to, the SR Program (CCDF), the CCR&R Program, the CCEP Program and the VPK Education Program.

(73) **Other Cost Accumulator Code (OCA)** - Codes used to track expenditures and monitor awards of early education grant program funds in a uniform way to ensure the OEL credits all expenditures of federal and state funds to the appropriate funding sources and benefitting programs.

(74) **Parent Fee** - The parent's co-payment for child care services as based on the Federal Poverty Level and the Early Learning Coalition of Broward County, Inc.'s approved sliding fee scale, taking into account family size and household income.

(75) **Parents As Teachers (PAT)** - Parents as Teachers (PAT) is a parent education and family support program serving families throughout pregnancy until their child enters kindergarten, usually age five (5).

(76) **Positive Behavior Support Approach (PBS)** - A collaborative, assessment-based approach to develop effective, provider interventions and strategies for parents that improve the social emotional environment and prevent and/or address children with challenging behaviors.

(77) **Pre-assessment** - A formal process whereby the appropriate Environment Rating Scale(s) and/or Classroom Assessment Scoring System (CLASS) assessment is used in a family child care home or child care center, according to the Coalition's approved QRIS Rating Protocol, to determine baseline quality of a child care facility's environment.

(78) **Prevailing Market Rate** - The 75th percentile of the market rate as determined by an annual market survey of child care rates of providers in a community. The prevailing market rate for the county is established from collected rates.

(79) **Professional Development** – Skills and knowledge attained for both personal development and career advancement. Professional development will include facilitated learning opportunities. To the maximum extent possible, these facilitated learning opportunities must be outcomes driven, linked to college credits, and align with the Florida Office of Early Learning Core Competencies and Developmental Standards (http://www.floridaearlylearning).

(80) **Project Cost** - The total (direct and indirect) cost of providing services as negotiated through the procurement process, including all supporting funds.

(81) **Provider** - An individual or organization providing direct early care and education services to children.

(82) **Provider Contract** - An agreement for service that defines established criteria for the delivery of Early Care and Education Program services by a Child Care Service Provider and may also define an established rate of payment for a specified unit of direct services.

(83) **Quality Counts** – Quality Rating and Improvement System (QRIS) which is a voluntary avenue for continuous quality improvement in early care and education services for children and families. The system uses stars to designate ratings for legally operating early care and education centers and family child care homes serving children from birth through 5 years old.

(84) **Quality Improvement Coaching/Mentoring** - On-site assistance to child care providers coordinated with site leadership, to build and facilitate the implementation of a QIP, organized around environment rating scale and/or CLASS assessment results, to increase the quality of services delivered by the child care service provider.

(85) **Quality Improvement Matching Grant** - A grant of up to a set amount approved by the Coalition, per child care center or per Family Child Care Home. The grant is awarded to qualified sites participating in *ELC 4 Road to Child Outcomes Initiative*. A portion of each grant amount must be matched by the participating site.

(86) **Quality Improvement Mini Grant** - A grant of up to a set amount approved by the Coalition, per child care center or per family child care home. The grant is awarded to qualified sites participating in *ELC 4 Road to Child Outcomes Initiative*.

(87) **Quality Improvement Plans** (QIP) – An action plan with benchmarks and goals which is developed in collaboration with the Master Teacher and the Center Director based on the results of various assessments.

(88) **Quality Improvement Supports (QIS)** - Focused technical assistance and/or training in pertinent areas targeting provider needs as determined by quality rating system results that are linked to positive child outcomes and are designed to increase the quality of services delivered by direct child care service providers.

(89) **Quality Rating and Improvement System (QRIS)** - A County-wide, multi-agency effort to determine and advance the quality of early care and education.

(90) **Quality Rating System (QRS)** - A process to improve and assess the quality of child care settings according to pre-determined research-based criteria.

(91) **Rating** - A formal process whereby a site is given a star rating using the Coalition approved QRIS Rating Protocol.

(92) **Referral** - Linking a child's family with the appropriate community Service Provider.

(93) **Regional CareerSource Florida Boards** - Florida legislatively created boards that are administered by CareerSource Florida, Inc., and established to provide workforce development services. These boards have the responsibility for overseeing work requirement activities associated with the Temporary Assistance for Needy Families (TANF) Program.

(94) **Relative Caregiver Program** - Child care provided for children who have been adjudicated dependent, have an approved home study and the court has placed either with a relative under protective supervision or where the relative has been granted temporary custody by the court (the child must be a recipient of the cash payment as part of the Relative Caregiver Program).

(95) **Reliable Observers/raters/assessors** – Highly skilled professionals who reach an acceptable level of reliability according to standards set by the authors of a nationally normed, research based specific rating tool used to measure various early childhood practices.

(96) **Respite Child Care** - Care provided to alleviate a crisis. (A crisis is defined as an acute situation, which places children at risk due to parental emergency, need for respite, lack of resources, special needs of the child, or extenuating circumstances beyond the family's control requiring short term assistance to increase family stability and decrease risk potential.) The family must be a TANF recipient to receive respite services. The child care could be as limited as part-time care, or it could be for a period of less

than twenty-four hours per day on a regular basis. The maximum benefit period is thirty days per child during the State of Florida's recognized fiscal year.

(97) **School Board** - The School Board of Broward County, Florida (SBBC) also known as Broward County Public Schools.

(98) **School Board Calendar** - Calendar designed by the School Board of Broward County (SBBC), based on the SBBC approved calendar for the current school year.

(99) **School Readiness Act and Voluntary Prekindergarten Implementing Legislation** - Legislation enacted by the Florida Legislature pursuant to Florida Statutes, establishing the parameters by which to provide authorized school readiness and VPK services and programs in order to prepare children for school.

(100) **School Readiness (SR) Program** – The Florida SR Program offers financial assistance to low-income families for early education and care so they can become financially self-sufficient and their young children can be successful in school in the future. The SR program has three specific eligibility requirements:

94.1 Parent(s)/guardian(s) must be working or participating in and educational activity, such as attending college or trade school at least 20 hours per week or a total of 40 hours per week for a two-parent household.

94.2 Gross Income must be at or below 150 percent of the federal poverty level for family size to enter the program.

94.3 Families must pay a copayment for child care based on income and family size unless waived in accordance with the CCDF State Plan.

(101) **School-age Care** - Care provided to children who are at least five years of age and enrolled in kindergarten up to 13 years of age for before-school, after-school, non-school days, and summer care; and children under 19 who are either physically or mentally incapable of self-care or under court supervision.

(102) **Service Provider** - An entity that has agreement with the Coalition and/or a Contractor to provide Voluntary Pre-Kindergarten ("VPK) or School Readiness ("SR") program services directly to children in Broward County in accordance with Florida Statutes. For purposes of this policy and procedure, Service Provider shall have the same meaning as the term "Provider" in statewide agreements for VPK and SR created by the Office of Early Learning or any other governing state agency for the Coalition.

(103) **Single Point of Entry ("SPE")** – Allows parents to enroll children either in person in SR or VPK programs. The SPE shall allow parents to enroll children either in person, by telephone or through a website. The SPE shall provide a uniform waiting list ("UWL") to track eligible children waiting for enrollment in the SR Program in accordance with Rule 6M-4.300, Florida Administrative Code.

(104) **Single Statewide Information System** – The single statewide information system is a statewide centralized technology system to provide critical information to early learning parents, partners and providers. The anticipated benefits of the single statewide information system include, but may not be limited to, the following:

97.1 streamlined administrative processes for attendance tracking, eligibility processing and provider payments,

97.2 data sharing opportunities for educators, parents, providers and state agencies, and

97.3 easy online access to child care resources and referral information for early learning programs.

(105) **Slot** - A funded unit of financially assisted child care services.

(106) **Slot Management** - The system of forecasting, tracking, reporting, and analyzing slot utilization and ensuring that enrollments occur in accordance with Coalition priorities, policies and funding parameters, in order that resources are maximized and fiscal soundness is maintained.

(107) **Special Needs** - Children, as defined in Section 445.023, Florida Statutes, who are applicants or clients of the school readiness program and who have been determined by the Contractor and/or the Coalition to meet the eligibility criteria set forth in Chapter 60M-4, Florida Administrative Code.

(108) **State Child Care Resource & Referral Network** - The statewide child care resource and referral network created pursuant to Section 1002, Florida Statutes.

(109) **Subreciepient** – A non-state entity that receives federal/state financial assistance directly from OEL or the ELC to provide goods and/or services that demonstrate the contract relationship characteristics that OMB Circular 133-A subpart B, section .210 describes.

(110) **Subcontractor** - Agencies, individuals, or organizations with which a Contractor may contract to perform particular areas of the Core Service Components. Subcontractors may not be permitted in all cases and may be subject to the approval of the Coalition prior to hire.

(111) **TANF Recipient** - A person who receives temporary cash assistance or a family member of that person as defined in 45 C.F.R. Part 260 and § 414.045, Florida Statutes.

(112) **Technical Assistance** - Quality Improvement Support provided to child care service providers. Services are offered through a Quality Improvement Plan designed by child care service providers in collaboration with the ELC 4 Contractor and organized around needs identified by the appropriate environmental rating scale assessment and linked to positive child outcomes.

(113) **Temporary Assistance to Needy Families (TANF)** - The federal economic assistance program to families administered under the Florida Department of Children and Families, Economic Self-Sufficiency Program. This program is authorized under Part A of Title IV of the Social Security Act.

(114) **Temporary Cash Assistance** - A state and federal assistance program that provides temporary financial aid to eligible low-income families.

(115) **Transitional Child Care (TCC)** - Families determined eligible by CareerSource Florida, Inc. for Transitional Child Care services that may enter school readiness services (based on Coalition enrollment priorities) and continue to receive school readiness services until the family income exceeds 200% of the federal poverty level.

(116) **Unified Waiting List (UWL)** - The list of children whose families are deemed preliminarily eligible for financial assistance for child care services in the county and are waiting for said care.

(117) **Unit Cost Reimbursement** - A payment method used to reimburse for each unit served.

(118) **USDA Child Care Food Program** - The Program that serves nutritious meals and snacks to children who are enrolled for care at participating child care centers and family child care homes. This is authorized in Section 17 of the National School Lunch Act (42 U.S.C. 1766). Program regulations are issued by the U.S. Department of Agriculture (USDA) under 7 C.F.R. Part 226.

(119) **Vendor** - According to Federal regulations, OMB Circular A-133, Subpart B Section 210, a vendor is dealer, distributor, merchant or seller who provides the goods and services within normal business operations; provides similar goods or services to many different purchasers; operates in a competitive environment; provides goods or services that are ancillary to the operation of the federal program; and is not subject to compliance requirements of the federal program.

(120) **Voluntary Prekindergarten ("VPK") Education Program** - A free educational program that prepares 4-year-olds for success in kindergarten and beyond. Children must live in Florida and be four (4) years old on or before September 1st of the current year to be eligible. The program helps children build a strong foundation using educational materials that fit their developmental needs. Private child care centers (including family child care homes), public schools, and specialized instructional service providers may offer VPK. Parent may choose from one of the following programs:

114.1 School-year program – 540 instructional hours. Class size of 20 or fewer students. Instructors must hold a Birth through Five Florida Child Care Professional Credential.

114.2 Summer program – 300 instructional hours. Class Sizes of 12 or fewer students. Instructors must hold a bachelor's degree.

114.3 Specialized Instructional Services Program – Hours vary by instructional service provided. For children with disabilities who have current individual education plans developed by local school districts.

(121) **Voluntary Prekindergarten Education Program (VPK) Monitoring** - Monitoring services that verify a Voluntary Prekindergarten provider's compliance with the requirements of the VPK program as set forth in the Florida Statutes, state rules, procedures of the Coalition and the Office of Early Learning.

(122) **Welfare Transition Program** - Formerly, Work and Gain Economic Self-Sufficiency (WAGES) program that was implemented statewide on Oct.1, 1996, in accordance with Chapter 414, Florida Statutes and which provides eligible clients with temporary cash assistance.

(123) **Wraparound Services** - An array of comprehensive services which address family and child basic health, mental health, educational, psychosocial, and related needs and support and enhance school readiness.

## 2. General Description

### a. General Statement

Through this Contract, the CONTRACTOR shall facilitate efficient, effective customer-friendly access to financial assistance for eligible families seeking School Readiness services, families seeking Voluntary Prekindergarten (VPK) for their children, and Financially Assisted Child Care services; including child care resource and referral services for referral clients, eligibility determination and application processing, along with efficient and effective management of School Readiness, Voluntary Prekindergarten (VPK), and Financially Assisted Child Care slots, and ensure accurate and timely reimbursement to Providers of early care and education services for children enrolled in School Readiness, VPK, and Financially Assisted Child Care programs.

### b. Authority

(1) Authority for monitoring of educational requirements and health and safety is provided in Chapter 1002, Florida Statutes; 45 C.F.R. Part 98 and other applicable provisions of federal and state law that may be amended from time to time.

(2) Authority for the Office of Early Learning oversight and for the local Early Learning Coalitions is provided in Sections 1002.81-1002.97, Florida Statutes, and Chapters 6M-4, 6M-8 and 6M-9 of the Florida Administrative Codes; said laws, rules, and regulations may be amended from time to time.

(3) Authority for TANF services and CareerSource Florida services is provided in applicable parts of Part A, Title IV of the Social Security Act, 45 CFR Part 260 and Sections 414.045, 414.1585, 445.017 and 445.032, Florida Statutes, as may be amended from time to time.

(4) Authority for child care services is provided in Sections 445.023, and Chapter 1002, Florida Statutes; Child Care Development Block Grant, 45 C.F.R. Part 98 (Child Care and Development Fund) and Part 99 (Procedures for Hearings for Child Care Development Fund). Chapters 65C-20 (Family Day Care Standards and Large Family Child Care Homes), and 22 (Child Care Standards), Florida Administrative Code; said laws, rules, and regulations may be amended from time to time.

(5) Authority for Child Care Resource and Referral is provided in Section 1002.92, Florida Statutes, as may be amended from time to time.

(6) Authority for processing requests for payments from child care providers is provided in Sections 215.422 and 287.0585, Florida Statutes, and Chapter 69I-24, Florida Administrative Code (Payment of Vouchers by State Warrant).

(7) Authority for the Child Care Executive Partnership/Purchasing Pool is provided in Section 1002.94 Florida Statutes, as may be amended from time to time.

(8) All other applicable Florida Statutes, Florida Administrative Code, Federal Statutes and Federal Code, as amended from time to time.

(9) The Grant Agreement between OEL and the COALITION.

c. **Scope of Service**

The CONTRACTOR shall provide child care resource and referral services to referral clients, eligibility determination, and application processing, services to eligible families who reside in **Broward County**, and slot management and provider payment services to the providers chosen by families for care based on goals and objectives as determined by the CONTRACTOR and the COALITION. The CONTRACTOR shall coordinate services in an effort to maximize public and private cooperation, be cost effective, and minimize barriers to accessing these programs. The CONTRACTOR will develop a system to implement and administer those programs in accordance with the procedures and requirements referenced in Section 1002.51 through 1002.94, Florida Statutes, and associated Rules 6M-4, 6M-8, and 6M 9.3 FAC, to achieve the performance standards and outcome measures as specified by the Office of Early Learning, a division of Florida's Department of Education, and local rules and guidance, as provided by the COALITION. The CONTRACTOR will continue to work with community partners to develop and administer comprehensive School Readiness, Financially Assisted Child Care, Child Care Executive Partnership, and Voluntary Prekindergarten programs that prepare children birth through twelve years of age to succeed in school and in life. This ongoing process involves building on existing services, working in cooperation with other programs for young children, and coordinating and integrating program funding and services to achieve maximum child outcomes, efficiency of program administration and full accountability, and effectiveness of funding allocations.

d. **Major Program Goals**

(1) To ensure that the School Readiness, Financially Assisted Child Care, Child Care Executive Partnership (CCEP), Teenage Parent, and Voluntary Prekindergarten (VPK) programs do not exist as isolated programs, but they build upon existing services working in cooperation with existing programs for young children ensuring coordination, funding integration and the achievement of full effectiveness for greater child gains.

(2) Be committed to operations based on data driven decisions that help strengthen programs, improve outcomes, and document the collective impact of the quality efforts throughout the county.

(3) To ensure the continued development of a sustainable system that supports the pursuit of quality in environments and interactions in early care and education settings, with providers, child care professionals and children and their families.

(4) To prepare children for success in school; to involve parents as their child's first teacher, support family skill building, and to provide an integrated, seamless system of quality services that are evidence and/or research-based, and developmentally appropriate.

(5) To provide smooth access for families to financial assistance for School Readiness services by serving as the single point of entry for eligibility determination/redetermination and application processing of financial assistance for School Readiness services, in accordance with the State of Florida and COALITION requirements.

(6) To ensure that eligible families have access to the maximum amount of financial assistance for School Readiness services (slots) possible with available funding.

(7) To increase At-Risk and temporary cash assistance parents'/guardians' ability to be well informed consumers in selecting settings for their children that are likely to enhance their children's learning, school readiness, and subsequent success in school and in life by

serving as an accessible source of consumer information about early care and education and school-age care choices, availability, quality indicators, and direct service provider status.

(8) To provide smooth access to Voluntary Prekindergarten services by serving as the single point of entry for verification of child eligibility for the Voluntary Prekindergarten Education program, in cooperation and coordination with local providers.

(9) To support School Readiness, Financially Assisted Child Care, and Voluntary Prekindergarten providers in their ability to maintain financial viability by making accurate, on-time payments for services provided to eligible families.

(10) To maintain the Unified Waiting List for School Readiness services and by keeping parents informed of their eligibility/application status.

3. **Clients to be Served**

a. **General Description**

(1) The target number of unduplicated families to be served during this Contract period is 15,675 families, with child care resource and referral services provided to referral clients.

(2) The CONTRACTOR shall assign a maximum number of children in school readiness slots based on the available School Readiness, Child Care Executive Partnership, and Financially Assisted Child Care funds with the target number of monthly slots being 9,750 as set forth in **Exhibit A** of **Attachment I** of this Contract.

(3) The CONTRACTOR shall use all efforts to ensure that the monthly enrollment for children in the VPK school year program target is **14,500 students**. The CONTRACTOR shall use all efforts to ensure that the number of children enrolled in the VPK summer program target is **1,000 students**.

(4) The CONTRACTOR shall coordinate the Teen Parent Program ("TPP") data with the Broward County Public Schools according to OEL guidance.

b. **Client Eligibility Determination**

(1) Financial assistance for school readiness funded early care and education services are available to eligible Broward County residents as funding permits and in accordance with statutory and local priorities. Subject to funding levels, financial assistance shall be available to eligible children under 13 years of age. Once a child is deemed eligible and enrolled for participation, the child may remain in the program although the parents' responsibility for the cost of care may change pending re-determination of eligibility and household income reviews.

(2) Priority for enrollment in financially assisted school readiness funded services shall be given to children with **residence in Broward County** in accordance with the COALITION'S approved plan, who meet one or more of the criteria, as cited in Sections 1002.87 and 1002.94, Florida Statutes, as amended from time to time, prior to enrollment and shall be re-determined in accordance with all applicable laws and regulations, and COALITION policies, as may be amended from time to time.

(3) The eligibility determination and re-determination processes for School Readiness must comply with Rule 6M-4, Florida Administrative Code and the OEL rules, policies, and procedures, as amended from time to time, as well as local COALITION policy provided such policy is made known in advance to the CONTRACTOR and is not in conflict with the OEL rules, policies or procedures or this Contract.

(4) Child care resource and referral services are available to all referral clients who are seeking child care, voluntary pre-kindergarten, and other early learning resources, early learning referrals, consumer education resources relating to early care and education, and information regarding community resources relating to early care and education.

(5) Voluntary Prekindergarten (VPK) services are available to all children who reside in the State of Florida and attain the age of four (4) years on or before September 1st of the school year, without regard to income.

(6) Eligibility for Broward VPK participation must be determined and documented in accordance with the OEL policies, as may be amended from time to time. Preliminary screening for families potentially eligible for VPK services shall include, at a minimum, an official document that attests to the child's age and proof of State of Florida residency.

c. **Client Eligibility and Enrollment**

(1) The CONTRACTOR shall verify the citizenship and immigration status of SR participants. Participants must be U.S. citizens, U.S. noncitizen nationals, or qualified aliens. These citizenship and immigration status verification requirements do not apply to children benefiting from programs subject to Head Start Performance Standards with combined Head Start and CCDF funding support.

(2) Persons applying for services shall be notified of the right to a review in cases of a determination of ineligibility or termination, suspension or reduction in services. Procedures for reviewing the cases of families who request this review shall be in place. In case of dispute, the COALITION shall make the final determination of continued participant eligibility.

(3) Upon receipt of a referral for child care services for at-risk children or children of families receiving TANF or transitioning off TANF, the COALITION shall act upon the referral within 10 calendar days of referral receipt to determine eligibility for SR services. If services cannot be provided within ten (10) calendar days from receipt of a referral, written notification shall be submitted to the referring agency and to the COALITION no later than close of business ten (10) calendar days from the receipt of referral.

(4) Eligibility determinations for new applicants shall be delivered timely; determination services shall be made within 30 calendar days of the date of the application. Action in response to updated eligibility information shall be taken within 10 days of receipt of the updated information.

(5) Upon determining eligibility, the CONTRACTOR shall assist families with selecting providers, based on parental choice.

(6) The CONTRACTOR shall determine parent/guardian and child eligibility for CCEP funding. Eligibility is limited to low-income working parents whose family income does not exceed 200 percent of the federal poverty guidelines.

(7) The CONTRACTOR shall verify and determine child eligibility for VPK based on age and residency requirements that Rule 6M-8.200, FAC establishes.

## B. Schedule and Description of Deliverables

### 1. Service Tasks

#### a. Task List—General

(1) The CONTRACTOR shall conduct all responsibilities of SR and CCEP enrollment, and eligibility services consistent with 45 C.F.R.98, Sections 1002.81-97, Florida Statutes, Rule 6M-4 F.A.C., OEL, and the COALITION policies and procedures.

(2) The CONTRACTOR shall be responsible for the Voluntary Pre-Kindergarten Program (a state constitutional entitlement), including enrollment and eligibility, consistent with Sections 1002.55-79, Florida Statutes, Rule 6M-8 F.A.C. and the COALITION approved policies and procedures.

(3) The CONTRACTOR shall conduct all enrollment and eligibility services and the Financially Assisted Child Care program in accordance with the Program Overview, attached as **Exhibit G** and mandates as required by the Children's Services Council.

(4) The CONTRACTOR shall ensure that the COALITION and state mandates are met within existing resources while maintaining a balance of quality and quantity of service.

(5) The CONTRACTOR shall develop, coordinate, and deliver a comprehensive program of eligibility/enrollment and redetermination for all program areas.

(6) The CONTRACTOR shall provide Child Care Resource & Referral Services to referral clients, as indicated in Rule 6M-9.3, Florida Administrative Code, and the CCR&R Program Requirements (**Exhibit D** of **Attachment I** of this Contract).

(7) The CONTRACTOR shall develop, and deliver a comprehensive program of parent services.

(8) The CONTRACTOR shall develop, coordinate, and deliver a comprehensive program of provider payment services in accordance with OEL policies, COALITION policies, the COALITION'S Provider Agreements for School Readiness, VPK, and Financial Assisted Child Care services, and the approved COALITON Plan.

(9) The CONTRACTOR shall actively work with the COALITION to ensure that all available funds for slots are spent on slots and the slot budget shall not be exceeded each year.

(10) The CONTRACTOR shall submit a Continuity of Operation Plan (COOP) to the COALITION within the first 30 days of contract execution. The COOP shall include the CONTRACTOR'S plans to continue operations during natural disasters, local emergencies or other emergency situations requiring significant changes in operations. The plan shall include pre-disaster planning, including but not limited to record protection, alternative child care accommodations, supplies and a recovery plan that would allow the CONTRACTOR to continue functioning as per the Contract in the event of an actual disaster.

**b. Task Limits**

(1) Eligibility determination, application processing, slot management and provider payment services for School Readiness programs are limited to residents of Broward County.

(2) Eligibility determination, application processing, slot management and provider payment services for CSC funding is limited to COALITION approved providers who have received a 3, 4, or 5 star rating in the Quality Counts Rating Improvement System, participate in the Positive Behavior Support model, are identified C-QuELL Child Care Service Providers, or are accredited by the Accredited Professional Preschool Learning Environment (APPLE), Council on Accreditation (COA), National Accreditation Commission for Early Care and Education Programs (NAC), National Association for the Education of Young Children (NAEYC).

(3) Eligibility determination and application processing services for VPK are limited to residents of Florida.

(4) Children in Foster Care, age birth to school entry, must attend a child care facility in compliance with Rule 65C-13.030(2)(d), Florida Administrative Code.

(5) Slot management and payment services for VPK programs are limited to residents of Florida who enroll in Broward County VPK programs.

2. **Staffing Requirements**

a. **Staffing Requirements and Qualifications**

(1) The CONTRACTOR shall maintain sufficient and qualified staff to deliver the agreed upon services required by this Contract.

(2) The CONTRACTOR shall ensure that staffing patterns and staff qualifications maintain an adequate administrative organizational structure and support staff sufficient to provide the services described herein, including backup plans when turnover occurs, with the capacity to provide services in English, Spanish, Portuguese, and Creole.

(3) The CONTRACTOR shall serve customers in their preferred language and be culturally sensitive to all callers. When a staff person is not available who speaks the customer's preferred language, an effort must be made to utilize a translation service.

(4) The CONTRACTOR shall consider *Key Personnel* to include all staff identified in **Composite Exhibit B** of **Attachment I** of this Contract.

(5) The CONTRACTOR shall provide and/or ensure continuous quality improvement training to 100% of staff.

(6) The CONTRACTOR shall ensure that ongoing training and quality assurance is conducted with eligibility staff as required by the CCR&R program requirements.

(7) The CONTRACTOR shall submit and maintain personnel job descriptions that reflect the ability of the CONTRACTOR to fulfill the service obligations under the contract, ensuring that all staff and any subcontractor staff are appropriately qualified based on COALITION previously approved job descriptions which coincide with the job titles set forth in **Composite Exhibit B** of **Attachment I** of this Contract.

(8) The CONTRACTOR shall ensure that all applicable staff and subcontractor staff are appropriately qualified, consistent with Rules 65C-22, Florida Administrative Code, the State Child Care Resource and Referral Program Requirements (**Exhibit D** of **Attachment I** of this Contract), and any other applicable state, federal and county laws and regulations, that may be amended from time to time.

(9) The CONTRACTOR shall ensure eligibility staff providing services to at-risk or temporary cash assistance families receives child care resource and referral certification as defined in the CCR&R requirements that may be changed from time to time by the Office of Early Learning (OEL).

(10) The CONTRACTOR or its agent shall agree to notify CareerSource of all entry level employment opportunities associated with this Contract.

(11) The CONTRACTOR shall furnish and maintain current organizational charts listing positions that affect the COALITION'S business operations and lines of authority for each service component identified in this Contract. The COALITION must be notified within twenty four (24) hours of changes to the organizational structure that affects the

operation of the COALITION'S services. Such notification must show how this change affects services provided through this Contract.

(12) The CONTRACTOR will comply as applicable with the personnel costs-time distribution requirements as set forth in the Grant Agreement.

b. **Background Screening**

The CONTRACTOR, its employees, its subcontractors and/or its volunteers must submit to the appropriate background screening in accordance with Section 435.04, Florida Statutes prior to performing or providing any work or services under the Contract. As part of this requirement, the CONTRACTOR shall do the following:

(1) Register with the Florida Department of Law Enforcement ("FDLE") and have all of its employees assigned to work on this Contract screened in a manner consistent with Section 943.0542, Florida Statutes.

(2) Ensure that any Subcontractor it retains who meets the definition of a "qualified entity" as defined in Section 943.0542, Florida Statutes registers with FDLE and have all of its employees assigned to this Contract screened in a manner consistent with Section 943.0542, Florida Statutes. For purposes of this Section, a "qualified entity" means a business or organization, whether public, private, operated for profit, operated for nonprofit or voluntary, that provides care or care placement services.

(3) Obtain the following documentation for new employees prior to the first day of employment and maintain on file at the CONTRACTOR for appropriate monitoring and audit purposes verification for all personnel of the CONTRACTOR and any Subcontractor, if applicable, and unless excluded as described below, assigned to work on the Contract:

(a) Passing the Level 2 background screening standards as set forth in Section 435.04, Florida Statutes. This background screening shall include, but not be limited to local and state criminal records check prior to employment, which shall include: a driver's license check through the State of Florida's Division of Motor Vehicles, a Broward County Clerk of Court check; an FDLE criminal background check

(b) The highest level of education claimed, if required by the position

(c) All applicable professional licenses claimed, if required by the position, and

(d) Applicable employment history, if required by the position

(e) Documentation that the individual complies with the background screening requirements set forth in Section 943.0542, Florida Statutes.

(4) Obtain no later than ten days after beginning employment and subsequently maintain on file at the offices of the CONTRACTOR for appropriate monitoring and audit purposes the above verification of new personnel assigned to the Contract

(5) Insure that a Level 2 background screening has been done on its employees no earlier than five (5) years before the effective date of this Contract. This screening shall be accepted as in compliance with this provision.

(6) Shall update the background screening before the anniversary date of the initial background screening check, and every five years thereafter, if the individual continues to perform under this Contract.

(7) Update the background screening of an individual if there is a 90-day lapse in employment from working on this Contract in which case the person shall be rescreened before being assigned to this Agreement.

(8) Arrange for and pay any and all costs for background screening.

(9) Require each employee it assigns to a contract with the CONTRACTOR to notify the CONTRACTOR within ten (10) days of being arrested for any criminal offense. CONTRACTOR shall provide written notification of the COALITION within twenty-four hours of receipt of notice from its employees of an arrest for any criminal offense.

(10) Review the alleged offense, determine if the offense is one that would exclude the employee under a Level 2 screening and if so, remove the employee from work on the Contract.

(11) Prevent the employee or agent from continuing their work on the Contract until the employee is cleared of all charges.

(12) The board of directors and the volunteers of the CONTRACTOR who interact with children on an intermittent basis for less than ten (10) hours per month are not required to be background screened as long as a person who meets the background screening requirements of this Contract has the board member or volunteer in his or her line of sight during any interaction with children.

(13) The CONTRACTOR shall require its Subcontractors to do the following:

(a) Require each employee or agent it assigns to a contract with the CONTRACTOR to notify the CONTRACTOR within ten (10) days of being arrested for any criminal offense.

(b) Review the alleged offense, determine if the offense is one that would exclude the employee under a Level 2 screening and, if so, remove the employee or agent from work on the contract.

(c) Prohibit the employee or agent from returning to work on the Contract until cleared of all charges.

c. **Subcontractors**

The CONTRACTOR agrees to obtain prior written approval from the COALITION prior to entering into subcontractor agreements and otherwise comply with the Assignments and Subcontract provisions outlined in the Standard Core portion of this Contract. Subcontracts shall be approved in writing by the COALITION'S prior to the effective date of any subcontract. No subcontract, which the CONTRACTOR enters into with respect to performance under this contract resulting, shall in any way relieve the CONTRACTOR of any responsibility for performance of its duties except in cases where the COALITION allows specific language to be included in an agreement among various parties including the CONTRACTOR; in these situations the CONTRACTOR is only responsible for the limits of the language of the agreement. Payments to subcontractors shall be made by the CONTRACTORS. No payments to the CONTRACTOR, with the respect to subcontracts, will be processed until all subcontracts are approved, in writing, by the COALITION.

3. **Service Location & Equipment.**

a. **Service Delivery Location**

(1) The CONTRACTOR shall administer, coordinate, and ensure availability and delivery of the services that are conveniently accessible to customers within **Broward County,** Florida as specified in this Contract. The location of the CONTRACTOR'S main office and any satellite offices and out-posted staff location(s) shall be such that services may be offered in person, at times, and locations that are convenient for working families/clients served under this Contract.

(2) The CONTRACTOR shall provide access for families by both an appointment and walk-in basis, when requested.

(3) The CONTRACTOR shall provide enrollment services at multiple community locations scattered geographically throughout Broward County. Services will be provided at Broward Regional Health Planning Council (BRHPC) offices, three (3) Broward Health Primary Care Clinics, six (6) Memorial Healthcare System Primary Care Clinics, 25 Holy Cross Primary Care Clinics, and three (3) child care centers countywide.

b. **Service Times**

(1) The CONTRACTOR shall provide services Monday through Friday, 8:00AM to 8:00PM and two Saturday's monthly from 8:00AM to 2:00PM, with additional phone access from 2-1-1 Broward, available after hours, 7 days per week, and 365 days a year.

(2) The CONTRACTOR'S office hours of operation, locations and telephone numbers shall be posted and be readily visible on all CONTRACTOR'S office buildings, promotional materials, and website. Office hours at the physical office locations should all be identified on the website along with the hours of their operation.

c. **Changes in location**

The CONTRACTOR shall notify the COALITION, of any changes in the mailing address, telephone number(s), or physical location of its offices at least thirty (30) calendar days prior to changes.

d. **Equipment**

(1) The CONTRACTOR shall have access to equipment necessary to conduct business including sufficient computer hardware and software to adequately track client data, to provide accurate invoices, to produce accurate financial information, and to generate timely reports as required. Equipment must be compatible with the Office of Early Learning, Department of Education Information Technology Resources as defined in Section 282.0041, Florida Statutes.

(2) The CONTRACTOR shall maintain equipment as required and agreed upon with the COALITION Contract Manager to deliver agreed upon services.

(3) The CONTRACTOR shall supply all equipment necessary to provide the services and data required for this Contract.

(4) The CONTRACTOR shall establish telephone service throughout Broward County, either through a local number or toll free number and maintain a number of lines adequate to serve the needs of the clients.

4. **Deliverables**

a. **Service Units**

(1) A unit of early care and education services is a day or part thereof of early care and education services as specified in **Exhibit E** of **Attachment I** of this Contract.

(2) A unit of VPK services is a day, or part thereof, of VPK programming that is offered by a VPK provider operating in accordance with the OEL policies to a child enrolled in VPK.

(3) A unit of Child Care Resource & Referral and Family Education services is identified as a referral client family served.

b. **Reports**

(1) The CONTRACTOR shall prepare and submit monthly, quarterly, and fiscal year reports as needed to satisfy the requirements of federal, state, and local governments and the COALITION and its funding sources' reporting requirements as specified in this Contract.

(2) The CONTRACTOR shall submit reports and data on a timely basis as required by the COALITION, the Office of Early Learning or other funders.

(3) The CONTRACTOR shall submit the following Financial Management Services reports:

(a) A quarterly consolidated financial reports of CCR&R revenues and expenditures.
(b) A year-end financial statement of revenue and expenditure reports that include a summary of expenses for administration, and CCR&R services provided under the terms of the contract. The year-end summary report shall be submitted **within thirty (30) calendar days** following the end of this Contract period and shall include the year-end results of each service component.
(c) An annual, prior to contract renewal, projected cost center and operating budget including Personnel Detail, funding source and revenue. The projected budget presentation shall identify the percentage distribution of the CONTRACTOR resources and shall include common resources between other funding sources and the contract.
(d) When services and activities are offered by the CONTRACTOR, unrelated to school readiness contract obligations, the CONTRACTOR shall provide documentation that all costs, including administration and services, supporting such activities are borne by funds other than funds allocated to the COALITION contract.
(e) A master property inventory list is to be sent to the COALITION by September 15th of each year pursuant to OEL Program Guidance 240.02.
(f) Annual state and federal single audit financial statements as required by Section 215.97, Florida Statutes, and **Exhibit III – Audit Requirements** (2 CFR §200 Subpart F).
(g) Monthly matching funds reports as OEL Match Reporting Program Guidance 440.10, requires.
(h) Monthly TAPP data in accordance with OEL Program Guidance 440.60.
(i) All data or reports necessary to comply with the following ACF reporting requirements for SR Programs – ACF-400, ACF-696, ACF-800, ACF-801, ACF 118 Appendix I - Quality Performance Report and data requirements as OEL defines.

(4) The CONTRACTOR shall submit the following management reports within fourteen (14) calendar days following the respective month/quarter being reported; if said date falls on a weekend or a holiday, reports shall be due the next business day and shall be submitted in a format specified by the COALITION and mutually agreed upon by the parties.

(a) A monthly referral data report.
(b) A monthly Eligibility & Enrollment reports within twelve (12) calendar days following the end of each service month.
(c) A monthly staff report, including the following: changes to the staffing structure; new Contract related hires; the progress of staff attaining level 1 and level 2 CCR&R certifications.
(d) A quarterly contract performance/management report that provides cumulative programmatic and fiscal information based on performance measures to include program data as outlined in this Attachment, data analysis, demographic statistics and

any applicable projections and recommendations to the COALITION including the amount and source of community resources raised and distribution of same.

(e) A quarterly CCR&R Network report according to the procedures of the OEL.

(f) A written annual report according to OEL annual report policy requirement no later than forty-five (45) calendar days following the end of the contract period. The report will include back-up documentation of a review of how *Eligibility and Enrollment and Fiscal Administration for School Readiness, Child Care Executive Partnership, Voluntary Prekindergarten, and Financially Assisted Child Care Program* services, as identified in this Contract, were provided including recommendations for improvement where applicable.

(5) The CONTRACTOR shall maintain all information in such a manner that ad-hoc reports may be provided within five (5) business days, if possible, as requested by the COALITION. If not possible, the CONTRACTOR will respond within two (2) business days of the request with the extent of time needed to complete the request.

(6) The CONTRACTOR shall meet state reporting requirements of the State Child Care Resource and Referral Program Requirements (Exhibit D of Attachment I of this Contract) as it relates to referral clients. The CONTRACTOR shall be required to complete and forward to the COALITION any state wide reports requested from the State Network.

(7) The CONTRACTOR shall contact the COALITION upon receipt of all requests from the COALITION that are not of an emergency nature within one business day, to inform the COALITION of a reasonable time to respond to the *Eligibility and Enrollment and Fiscal Administration for School Readiness, Child Care Executive Partnership, Voluntary Prekindergarten, and Financially Assisted Child Care Program* information request.

(8) The CONTRACTOR shall use the standardized coding tables when compiling data and all reports shall comply with such standardized coding tables as appropriate.

(9) The CONTRACTOR shall be required to maintain documentation of all services provided to families and providers.

(10) The CONTRACTOR shall submit any data or reports necessary for administering the VPK Program according to the requirements OEL establishes. These reports shall comply with the requirements found in Chapter 1002, part V, Florida Statutes.

(11) The CONTRACTOR shall submit any data, reports and staff evaluations necessary for administering the CCR&R program according to the requirements OEL establishes. At COALITION'S request, the CONTRACTOR shall submit any data or reports necessary for ad-hoc reports. All reports shall conform to the timeline, content, format and standard codes OEL specifies.

(12) Mere receipt by the COALITION shall not be construed to mean or imply acceptance of reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The COALITION reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in this Contract. The COALITION, at its option, may allow additional time within which the CONTRACTOR may remedy the objections noted by the COALITION or the COALITION may, after having given the CONTRACTOR a reasonable opportunity to complete, make adequate, or acceptable, declare this Contract to be in default.

(13) The CONTRACTOR shall submit to the COALITION, copies of any and all correspondence/documents submitted to the Office of Early Learning, the Florida

Department of Education, and/or Children's Services Council of Broward County, Inc. (CSC), in connection with the requirements of this Contract.

i. **Records and Documentation**

(1) The CONTRACTOR shall maintain accurate and current client information in accordance with state and federal recording requirements, which is updated on a monthly basis. Client files shall be maintained for the more stringent of either a period of five (5) years or as otherwise required by applicable regulations after a case is closed and dated for shredding. A database backup protocol will be implemented.

(2) The CONTRACTOR shall maintain sufficient records to verify that client eligibility was determined in accordance with COALITION requirements and OEL policy.

(3) The CONTRACTOR shall maintain current and up-to-date records with documentation that apply to services provided and other activities relevant to this Contract.

(4) The CONTRACTOR shall maintain a centralized file documentation system for related client files and submit notice of provider changes (when informed) to the COALITION.

(5) The CONTRACTOR shall ensure compatibility with the Office of Early Learning and the COALITION'S information technology resources, as applicable and as defined in Section 282.0041(14), Florida Statutes. In the event there is a question as to whether an item is compatible, the COALITION shall be the final authority in making such determination.

(6) The CONTRACTOR shall completely document the provision of services to each family through the use of the COALITION'S approved software or web-based services. Upon request, the CONTRACTOR shall provide copies of all such documentation and records to the COALITION. During the term of this Contract, the CONTRACTOR shall maintain records as required by this Contract, applicable law, and as directed in writing by the COALITION. After termination of this Contract and unless as otherwise required by the Grant Agreement, the CONTRACTOR shall be required to keep all records for a period of five (5) years. Active case files shall be returned to the COALITION.

(7) The CONTRACTOR shall maintain accurate and current customer information, which is updated on a routine basis.

(8) The CONTRACTOR shall maintain accurate program and service data that is accessible to the COALITION.

(9) The CONTRACTOR shall comply with all applicable confidentiality of records requirements as the same may be amended and/or promulgated from time to time in accordance with applicable Florida and/or federal law.

(10) The CONTRACTOR shall comply with data correction requests or data cleansing activities as communicated by the COALITION, within the agreed upon time frames.

(11) The CONTRACTOR shall comply with any data analysis, definition, and standardization activities required by the OEL.

(12) The CONTRACTOR shall maintain all records required to be maintained pursuant to this Contract in such manner as to be accessible by the COALITION upon demand during regular CONTRACTOR business hours. Where required under applicable law, access by the public shall be permitted without delay.

(13) The CONTRACTOR further agrees to comply, as applicable, with all records retention, access and confidentiality requirements as set forth in the Grant Agreement between the OEL and the COALITION.

ii. **Single Statewide Information System, Data and Reporting and Security**

(1) The CONTRACTOR is responsible for ensuring the security and confidentiality of all data systems used to manage early learning program data, including proprietary and commercial off the shelf ("COTS") software and any other software or tool used for this purpose.

(2) The CONTRACTOR shall identify an appropriately skilled and trained individual to function as the CONTRACTOR'S Data Security Officer who shall serve as a liaison with the COALITION'S security staff to maintain an appropriate level of security for data collected or used under this Contract.

(3) The CONTRACTOR shall ensure that all data systems used for the management of early learning programs are secure and the data stored in these systems remains confidential. This includes data systems provided and maintained by the OEL, any web-based services utilized by the CONTRACTOR, and all other data systems purchased or created by the COALITION.

(4) The CONTRACTOR shall use and maintain the single statewide information system the OEL established for managing the SPE process and waiting list, tracking children's progress, coordinating services among stakeholders, determining child eligibility, reflecting child enrollment in the SR and VPK Programs, tracking child attendance and streamlining provider administrative processes.

(5) The CONTRACTOR shall use the most current release of the each relevant component of the Office of Early Learning's Statewide Information System. The CONTRACTOR shall fully implement any system changes within thirty (30) days of the release of any system changes, unless the COALITION specifies a shorter time period, including any single point of entry and unified waiting list, to record, maintain and report on Early Learning programs and services. All of the following requirements apply to all data systems used to manage early learning program data, whether the data system is operated by the CONTRACTOR or Subcontractor, including proprietary and COTS software and any other software or tool used for this purpose, The CONTRACTOR shall:

(a) Comply with all OEL EFS standard codes and definitions for all early learning programs contained in the most current version of OEL's EFS Standard Codes documents available at http://www.floridaearlylearning.com.

(b) Comply with the OEL'S Records Confidentiality, Program Guidance Policy Number 101.02 and any future changes that may occur.

(c) Comply with data correction requests or data cleansing activities, within the agreed upon time frames, as communicated by the COALITION.

(d) Comply with any OEL-required data analysis, definition, and standardization activities, within the agreed upon time frames.

(e) Ensure that the COALITION and the OEL have permanent access to any server used by the CONTRACTOR to locally host the statewide information system to meet data reporting requirements and access to information the CONTRACTOR maintains. The CONTRACTOR shall:

i. Communicate any request for changes to the COALITION'S system application processes, software or hardware that may adversely affect the COALITION or the OEL'S ability to access information. Examples of changes that may adversely affect the COALITION or the OEL'S ability to access information include, but are not limited to, changing the Internet Protocol (IP) address,

changing the password, and configuring a firewall on the network. Any proposed change shall be communicated in writing not less than ninety-six (96) hours prior to the implementation of the proposed change, to the COALITION'S Chief Financial Officer.

ii. Ensure appropriate staff participation in Single Statewide Information System conference calls. If a CONTRACTOR representative is unable to participate in Single Statewide Information System conference calls, the COALITION must ensure that minutes from the conference call are reviewed by a CONTRACTOR representative.

iii. Communicate any problems that arise during the use of the statewide information system, to the COALITION and to the OEL'S Single Statewide Information System support and maintenance contractor in accordance with procedures established by the OEL'S Single Statewide Information System support and maintenance contractor.

iv. Check the SPE School Readiness application within 20 calendar days of receipt. All applications submitted to the CONTRACTOR for SR programs must be processed.)

v. Verify and document each parent/guardian and child's potential eligibility in the "Waiting" status on the SPE/UWL at least once every six (6) months based on the parent/guardian's last revalidation date.

vi. Notify families of revalidation requirements at leat 30 calendar days before the revalidation date. The CONTRACOTR shall document families who do not revalidate eligibility and change their record status from "Waiting" to "Terminated."

vii. Maintain the accuracy of contact information, and CCR&R contact information on the COALITION'S page and on the Single Point of Entry (SPE) website by updating this information as necessary.

viii. Designate at least one staff person as the SPE/UWL system administrator. The OEL UWL system administrator will assign a username and password to the COALITION and CONTRACTOR'S UWL system administrator. The CONTRACTOR shall ensure that user accounts are managed at the local level, each person who requires a user account is assigned a unique username and password, and user accounts are not shared among staff members. The CONTRACTOR shall ensure that UWL user accounts are held only by current staff members and that the accounts of former staff members are deactivated.

(f) Ensure that all data systems used for the management of early learning programs are secure and the data stored in these systems remains confidential. This includes data systems provided and maintained by the OEL and all other data systems purchased or created by the COALITION. The CONTRACTOR shall:

i. Comply with the OEL IT Security Manual – Program Guidance 300.01.

ii. Ensure each individual with access to the COALITION'S data system shall complete the *Office of Early Learning Memorandum of Understanding and Data Security Agreement* form available at www.floridaearlylearning.com and CONTRACTOR shall maintain a copy of the completed form at the CONTRACTOR'S main office and provide a copy to the COALITION, upon request. The CONTRACTOR shall complete the forms within seven (7) days of the first day an individual has access to the CONTRACTOR'S data systems.

iii. Participate in routine OEL-conducted statewide information system data security reviews.

iv. Ensure that all confidential information is protected and shall use a secure method for the electronic transmission for all sensitive or confidential

information. Any information security related breaches shall be reported in accordance with Section 817.5681, Florida Statutes.

(6) The CONTRACTOR shall negotiate and enter into any memoranda of understanding as necessary to protect confidential data to which the CONTRACTOR has been granted access on behalf of the COALITION.

5. **Performance Specifications**

a. **Core Component Objectives (Outcomes and Outputs)**

The CONTRACTOR shall achieve the following performance objectives, within the contract period, whether the services are performed directly or indirectly by a subcontractor. The COALITION shall monitor the CONTRACTOR quarterly, at a minimum, on the provisions of this Contract, to ensure compliance with the contract terms and conditions and the COALITION approved Plan. Being out of substantial compliance with any one of these Performance Objectives may be cause for corrective action as outlined in **Paragraph F**.

(1) **CHILD AND FAMILY ELIGIBILITY AND ENROLLMENT**

(a) All families' eligibility determination (SR/CCEP/FACC and VPK) and redetermination (SR/CCEP/FACC) shall be determined accurately in accordance with the State of Florida applicable statutory, regulatory, and local COALITION eligibility and re-determination policies and guidelines. [COALITION monitoring standard shall be 95%, but documentation must be corrected to 100% if errors are discovered at monitoring, where possible.]

(b) All application processing (SR/CCEP/FACC and VPK), determination of co-payments, and provision of financial assistance for school readiness child care to all families shall be performed in accordance with the State of Florida applicable statutory, regulatory, and local COALITION service priorities; as funding permits. [COALITION monitoring standard shall be 95%, but documentation must be corrected to 100% if errors are discovered at monitoring, where possible.]

(c) All families receiving VPK services or financial assistance for school readiness child care shall receive such assistance only from legally operating/contracted facilities. [Measured by COALITION'S Client File Review Process]

(d) Ninety-five percent (95%) of family-requested provider transfers shall be processed within three (3) to five (5) business days of initial completed request. [Measured by COALITION'S Client File Review Process]

(e) All At-Risk children (accept children in Foster Care) who receive a child care referral from an authorized referring agency will be enrolled in licensed facilities; preferred facilities will meet one or more of the following criteria:

i. Accredited by the National Association of Education for Young Children ("NAEYC"), National Accreditation Commission for Early Care and Education ("NAC"), Accredited Professional Preschool Learning Environment ("APPLE"), or Council on Accreditation ("COA").

ii. Participating in the Children's Services Council of Broward Positive Behavior Support ("PBS") Initiative; or

iii. Participating in the COALITION'S Road to Child Outcomes Initiative

All At-Risk children in Foster Care will be enrolled according to 65C-13.030(2)(d) F.A.C. [Measured by COALITION'S Client File Review Process]

(f) All children who receive a child care referral based on the family's participation in a CareerSource Transition Program will have an eligibility determination within ten (10) working days of receipt of an accurately completed referral. [Measured by COALITION'S Client File Review Process]

(g) All parents who request information on additional services during eligibility/enrollment will receive support information as documented in the client case file and approved statewide data system, the Enhanced Field System (EFS), and/or any other COALITION approved data system. [Measured by COALITION'S Client File Review Process]

(h) 100% of the Waiting List names shall be validated every six (6) months, with those families on the Waiting List informed of their eligibility/application status as applicable. Unified Waiting List (UWL) procedures shall be developed and administered fairly and efficiently for all financially supported school readiness services (including those early learning services provided through the School Board of Broward County) for those families who are not immediately served to achieve a Waiting List for Broward's School Readiness services. The UWL is to be maintained in accordance with 6M-4, Florida Administrative Code, and State of Florida and COALITION priorities, and in collaboration with other family service organizations. [Measured by SPE/UWL Report]

(2) **FAMILY SUPPORT RELATED TO EARLY CARE/EARLY LEARNING**

(a) Ninety-five percent (95%) of parents report better understanding about family support, child care options, and choosing quality child care as noted in parent surveys, as a local performance measure for Family Support Services must be achieved within the eventual contract period. [Measured by COALITION survey]

(b) All At–Risk and temporary cash assistance parents[1] who have not selected a provider for child care services will be provided child care referrals and resources to meet the client's needs. [Measured by COALITION file review]

(c) All children who receive an At-Risk or CareerSource child care referral from an authorized referring agency will be offered services within ten (10) working days of receipt of an accurately completed referral. [Measured by COALITION'S Client File Review Process]

(3) **PROVIDER PAYMENTS**

(a) All attendance processing (SR/CCEP/FAC and VPK), determination of parent co-payments, and provision of payments to school readiness child care and VPK providers shall be performed in accordance with the State of Florida applicable statutory, regulatory, and local COALITION service priorities; as funding permits. [COALITION monitoring standard shall be 95%, but documentation must be corrected to 100% if errors are discovered at monitoring, where possible.]

(4) **SLOT UTILIZATION MANAGEMENT**

(a) 100% of local match requirements shall be met, tracked, and accurately reported and 100% of CCEP match garnered shall be tracked and accurately reported. [Measured by COALITION records.]

[1] Referral clients receiving temporary cash assistance under chapter 414 and subject to the federal work requirements.

(b) Ensure that the funds used from the CCEP program are used to supplement or extend existing public or private funds and may not be used to supplant the maintenance of effort presently exerted by the employer or other participants in the activity funded. [COALITION monitoring standard shall be 95%, but documentation must be corrected to 100% if errors are discovered at monitoring, where possible.]

(c) Ensure a system for administering and supporting the CCEP and FACC program. [COALITION monitoring standard shall be 95%, but documentation must be corrected to 100% if errors are discovered at monitoring, where possible.]

(d) The CONTRACTOR'S forecasts, trend analyses, and budget management shall result in fiscal year budgets that are balanced, with no deficit spending and with no significant surplus of funds that have been contracted for services. [Measured by COALITION records.]

6. CONTRACTOR Responsibilities

a. CONTRACTOR Administrative Responsibilities

(1) **Cost allocation plan**

The CONTRACTOR shall comply with the OEL cost allocation plan guidance and instructions and submit a cost allocation plan for COALITION review and approval by April 30 of each fiscal year unless otherwise instructed by the COALITION.

(2) **Anti-fraud plan**

The CONTRACTOR shall submit an anti-fraud plan by May 30th based on the minimum elements in Section 1002.84(17), Florida Statutes, and Rule 6M-9.400, FAC.

(3) **Continuity of Operations Plan**

(a) The CONTRACTOR shall maintain a disaster recovery plan within its Continuity of Operations Plan (COOP) for unforeseen circumstances whether they are natural or man-made disasters per Section 252.365, Florida Statutes.

(b) The CONTRACTOR shall submit a COOP update each year no later than June 1 of each fiscal year.

(4) **Required match**

(a) The local match requirement for the CONTRACTOR shall be an in-kind amount as specified in **Exhibit A** of **Attachment I** of this Contract.

(b) The CONTRACTOR shall secure and document the receipt and expenditure of local match funds required by the general appropriations act, state or federal law and this Contract (6% working poor match and CCEP match, if applicable).

(c) The CONTRACTOR shall submit the completed Local Match Reporting form monthly to the COALITION'S Chief Finance Officer.

(d) The CONTRACTOR shall not pass match requirements on to parents or guardians of SR services recipients or SR providers.

b. **CONTRACTOR Programmatic Responsibilities**

**The CONTRACTOR agrees to the following:**

(1) <u>Services and Information</u>

(1.1) Using the Office of Early Learning's data system (Enhanced Field System (EFS)) provider data, provide information and referrals to a full range of early learning programs (including recreational facilities, family enhancement and development

programs, and nanny and au pair agencies) and other community resources that may meet the family's needs.

(1.2) Record family and child information into the Office of Early Learning's data system (Enhanced Field System (EFS)).

(1.3) The CONTRACTOR shall record the following data items in the single statewide information system that include but are not limited to the following:

(1.3.1) Referrals (if applicable).
(1.3.2) Authorized care hours.
(1.3.3) Eligibility period and redetermination date.
(1.3.4) Child's age.
(1.3.5) Residency.
(1.3.6) U.S. citizenship/immigration status of child.
(1.3.7) Family unit income.
(1.3.8) Family unit size.
(1.3.9) Maximum family unit income threshold.
(1.3.10) Parent copayment.
(1.3.11) Parent copayment reduction or waiver, if applicable.
(1.3.12) Eligibility and billing groups.
(1.3.13) Demographics.
(1.3.14) Purpose for care.

(1.4) Develop a webpage specific to the CONTRACTOR'S operation in Broward County, ensuring that online searches identify the COALITION and CONTRACTOR services promptly.

(1.5) Offer customers (regardless of income) unbiased child care and community resource consumer information.

(1.6) Offer explanations regarding various types of legally operating early learning and school-age child care providers, including:

(a) Licensed or exempt centers;
(b) Licensed family homes and family child care homes;
(c) School-based and center-based programs;
(d) Head Start and Early Head Start programs;
(e) Faith-based programs;
(f) School-age programs; and
(g) Summer camp programs.

(1.7) When appropriate provide parents the following:

(a) An explanation of all child care options;
(b) Current child care openings;
(c) Public subsidies, tax credits and other financial aid;
(d) Quality indicators and guidance on selecting child care;
(e) Practical tips for a child care search;
(f) Referrals for health or other services; and
(g) Other child development, health, and substance needs of a family.

(1.8) Provide information related to health and safety requirements of the child care industry and link to Broward County Licensing and Enforcement for licensing reports.

(1.9) Educate parents/guardians, regarding child care laws and regulations, available child care options, what constitutes quality child care, how to assess child care programs, financial assistance available for child care costs, and the prevention of child abuse in child care settings.

(1.10) Accommodate emergency child care informational needs for parents/guardians and first responders in the event of a local emergency. (The CONTRACTOR is

not required to provide services or attempt to contact an individual requesting service in emergency situations if the agency is unable to operate as a result of a state of emergency declared by local, state, or federal officials.)

(1.11) The CONTRACTOR shall also report to the COALITION any and all complaints that activate a formal grievance process, and their resolutions, or to request COALITION guidance. In cases of dispute regarding eligibility, the COALITION shall make the final determination of continued participant eligibility.

(2) Services

(2.1) Priority shall be given to children and families who meet the eligibility priorities as indicated in Sections 1002.53 and 1002.87, Florida Statutes.

(2.2) Managing multiple funding streams and meet requirements of those programs, including, the Financially Assisted Child Care (FACC) program (funded by the Children's Services Council of Broward County).

(2.3) The CONTRACTOR shall review submitted, SR applications within 20 calendar days of receipt.

(2.4) The CONTRACTOR shall verify and document each parent/guardian and child's potential eligibility in the "Waiting" status at least once every 6 months based on the parent/guardian's last revalidation date.

(2.5) The CONTRACTOR shall notify families of revalidation requirements at least 30 calendar days before the revalidation date. The CONTRACTOR shall document families who do not revalidate eligibility and change their record status from "Waiting" to "Terminated".

(2.6) Develop, coordinate, and deliver a comprehensive program of eligibility/enrollment and redetermination for all program areas that addresses the following:

(2.3.1) Explains to parents, information about screenings and assessments provided to children in the school readiness program, as well as the parent rights and responsibilities as a recipient of school readiness, VPK and Financially Assisted Child Care program services.

(2.3.2) Records parent's option to decline the developmental screening, in the approved statewide data system, the Enhanced Field System (EFS), using the State of Florida's School Readiness Program's Parent Option to Decline Form (OEL SR 24) and when a child is screened elsewhere, obtains a copy of the IEP or IFSP during the initial enrollment intake and at redetermination.

(2.3.3) Track in the state's data system each client's response to the developmental screening option.

(2.3.4) Liaisons with the COALITION system to ensure all children receive a developmental screen in a timely manner.

(2.3.5) Provide eligibility determination and re-determination services for clients in SR, CCEP, VPK, and Financially Assisted Child Care programs ensuring timeliness, convenience and quality services to families in all geographic areas of Broward County.

(2.3.6) Adhere to the school readiness client enrollment policy and subsequent approved amendments and policies thereof.

(2.3.7) Adhere to the Financially Assisted Child Care Program Overview as referenced in policies and subsequent approved amendments and policies thereof.

(2.3.8) Adhere to the Office of Early Learnings Child Care Executive Partnership policies and procedures and subsequent approved amendments and policies thereof.

(2.3.9) Provide initial intake services on an appointment basis. Ensures parents and providers are notified in writing, at least six weeks prior to parent's re-determination dates.

(2.3.10) Verify and document all initial child eligibility and reenrollment requirements as specified in Rule 6M-8.201, F.A.C. and Rule 6M-8.210, F.A.C.

(2.3.11) Ensure all redeterminations occur according to COALITION'S Redetermination Policy. A family requesting a redetermination appointment rather than mailing or uploading documents for review shall be able to receive an appointment within seven (7) business days of the request.

(2.3.12) Ensure at the time of initial eligibility determination and re-determination, that all clients are interviewed regarding their needs for other community services including children's health needs.

(2.3.13) Completion of enrollment for all CCEP business partners as informed by the COALITION staff.

(2.3.14) Maintain electronic data files for client eligibility. All electronic data must be in the approved statewide data system, the Enhanced Field System (EFS), and/or any other COALITION approved data system or document management system that will allow for state and federal reporting.

(2.7) Ensure child care services are provided to eligible children who meet child care eligibility requirements and proof of residency based on the guidelines established for school readiness or VPK services as stated by the Florida Legislature and COALITION as appropriate.

(2.8) Offer a choice of only licensed facilities or programs to all "At-Risk" children referred by the Department of Children and Families (DCF) or their contracted providers and families receiving Relative Caregiver Funding regardless of whether or not the protective supervision status has been terminated by Court Order. All children in Foster Care, age birth to school entry, must attend a child care facility in compliance with Rule 65C-13.030(2)(d), Florida Administrative Code.

(2.9) Verify and document child care service delivery, including the correct care level by the approved provider, appropriate payment and appropriate payment adjustments.

(2.10) Verify and document receipt and review of child care attendance records. The CONTRACTOR shall conduct and document follow-up with SR participants and child care providers regarding child absences of five consecutive days with no parent contact once notified by the provider.

(2.11) Verify and document that the authorized provider received the required parent copayment in the event of a SR participant's transfer request.

(2.12) Verify that parents pay the appropriate fee for child care services in the amount the COALITION'S SR parent sliding fee scale (**Exhibit F**) identifies for the family's income and size in the event of receipt of a transfer request.

(2.13) Verify and document each child's eligibility no less than annually. Eligibility redeterminations of 50 percent of the SR enrollment shall be verified and

conducted twice a year. The CONTRACTOR shall use a statistically-valid random sampling to conduct redetermination of the additional 50 percent.

(2.14) Use the OEL-approved system as the source to receive applications for VPK Program participation.

(2.15) Verify and determine child eligibility for VPK and VPK Specialized Instructional Services based on requirements that Rule 6M-8.201, F.A.C. establishes.

(2.16) Provide parents with certification for children determined eligible for VPK.

(2.17) Enroll eligible VPK children into eligible provider(s) in the statewide information system.

(2.18) Administer the VPK Education Program as required by Chapter 6M-8, F.A.C.

(2.19) Complete and document the registration and application for each eligible VPK child as Rule 6M-8.201, F.A.C., establishes.

(2.20) Upon determining eligibility, the CONTRACTOR shall issue a Certificate of Eligibility to the family as Rule 6M-8.201, F.A.C., establishes.

(2.21) Coordinate with the school district to develop procedures for enrolling children in VPK programs offered by public schools.

(2.22) Accept a school district's automated daily attendance reporting system for the purpose of transmitting attendance records to the CONTRACTOR in a format mutually agreed-upon between the CONTRACTOR and school district.

(2.23) Ensure that each parent enrolling a child in the Voluntary Prekindergarten Education Program is provided with the COALITION'S profile of every private prekindergarten provider and public school delivering the program within Broward County (Section 1002.53 (5) Florida Statutes). The profiles shall be provided to parents as developed by COALITION staff.

(2.24) Proactively inform all clients of the CONTRACTOR'S formal complaint review process. Notify applicants and clients of their right to an appeal in cases where a determination of ineligibility for services, termination, suspension, or reduction in services has been made.

(2.25) Follow the procedures outlined in policy to resolve client complaints at the lowest level possible.

(3) **Family Friendly Environment**

(3.1) Provide engaging materials that are age appropriate for the children who will accompany parents during interviews. To the extent appropriate, the CONTRACTOR will need to provide family friendly environments and protocols including parent education videos running in the Proposer's office waiting rooms. Waiting areas are to be family friendly with an area in which children can play safely.

(3.2) Provide materials in waiting rooms in English, Spanish, Portuguese and Creole as applicable.

(3.3) Include parent information regarding what constitutes quality child care in the Proposer's waiting room(s), on CONTRACTOR'S website, and link to the COALITION'S website.

(3.4) Encourage parents in their role as their child's first teacher through educational materials during eligibility meetings and in waiting rooms.

(3.5) Proactively inform families of primary health care resources, their right to choose their provider setting and location, their right to unlimited access to their child in that location during care hours.

(4) <u>Child Care Resource and Referral Services for At-Risk and temporary cash assistance clients</u>

(4.1) Make available access for At-Risk and temporary cash assistance client parents to community resources including the COALITION, such as the CCR&R services, One-E-App interviews, etc., during eligibility meetings and in waiting rooms.

(4.2) Provide individualized consumer education provided by the COALITION to all At-Risk and temporary cash assistance clients in locating and choosing quality child care programs.

(4.3) Maintain Child Care Resource and Referral services to assist all At-Risk and temporary cash assistance client families (regardless of income or situation) by providing answers to their questions regarding how to identify quality child care and education programs; how to locate a provider that meets the needs of the family; and how to access community services.

(4.4) Offer Child Care Resource and Referral services to At-Risk and temporary cash assistance client customers in their preferred language, and be culturally sensitive to all families. When a staff person is not available who speaks the customer's preferred language, an effort must be made to utilize a translation service.

(4.5) Offer a family-friendly process convenient for At-Risk and temporary cash assistance client families and supportive of parents' involvement in choosing and interacting with their children's caregivers.

(4.6) Provide information and referrals to a full range of early learning programs (including recreational facilities, family enhancement and development programs, and nanny and au pair agencies) and other community resources that meet the At-Risk family's needs.

(4.7) Offer At-Risk and temporary cash assistance client customers unbiased child care and community resource consumer information by qualified staff according to Child Care Resource and Referral Standards.

(4.8) Assist At-Risk and temporary cash assistance client families in finding affordable early education and child care options to fit their needs and in support of "parental choice" requirements, as to the various types of legally operating facilities.

(4.9) Coordinate and develop with At-Risk and temporary cash assistance client referral agencies the most effective methods to enroll children into programs and provide feedback to referring agency.

(4.10) Provide At-Risk and temporary cash assistance client families with child care referrals to the following early care and education services:

(4.10.1) Licensed or exempt centers;
(4.10.2) Licensed family homes and family child care homes;
(4.10.3) School-based and center-based programs;
(4.10.4) Head Start and Early Head Start programs;
(4.10.5) Faith-based programs;
(4.10.6) School-age programs; and
(4.10.7) Summer camp programs.

(4.11) Record family and child information into the Office of Early Learning's Enhanced Field System (EFS) data system.

(5) <u>Parent Packets</u>

(5.1) Provide specialized educational materials provided by the COALITION, to include but not be limited to child growth and development, nutrition, health,

parenting resources, dental health, child car seat safety, and Kid Care applications are available online to At-Risk and temporary cash assistance clients requesting CCR&R services and will be distributed by CONTRACTOR staff as needs are indicated by the families served.

(5.2) Provide access to an informational packet provided by the COALITION whose materials are e-mailed to the At-Risk customer which includes relevant individualized consumer education resources.

(5.3) Send all interested At-Risk or temporary cash assistance parents/guardians, referral packets (via email when possible) containing, at a minimum:

**(5.3.1)** Customized summary printouts of randomly generated child care referrals (at least 5 referrals) based on availability and parent request and including providers' training/accreditation profiles;

**(5.3.2)** Required disclaimer and explanations;

**(5.3.3)** Licensing and child care resource and referral contact information:

**(5.3.4)** Checklist(s) for selecting quality child care, and related referrals and information.

**(5.3.5)** Appropriate community resources, child development and parenting information.

(6) <u>Notification of Disenrollment</u>

(6.1) If the CONTRACTOR disenrolls a child from the SR Program due to a reduction in available SR program funding, or a change in local service priorities, the CONTRACTOR shall adhere to disenrollment requirements that Section 1002.87(7), Florida Statutes, specifies.

**(6.1.1)** The CONTRACTOR shall disenroll the children in reverse order of the eligibility priorities Section1002.87 (1), Florida Statutes, specifies.

**(6.1.2)** The CONTRACTOR shall provide the parent and child care provider "a notice of disenrollment at least two weeks before disenrollment to provide adequate time for the parent to arrange alternative care for the child."

**(6.1.3)** The CONTRACTOR shall receive written approval from the COALITION and DCF's Child Welfare Program Office, or the community-based lead agency prior to disenrolling an at-risk child.

(6.2) If a participant fails to meet eligibility or program participation requirements, the CONTRACTOR shall give the participant a notice of disenrollment at least two calendar weeks before disenrollment, as long as the two-week period does not extend beyond the participants' authorized eligibility period.

(6.3) If the CONTRACTOR intends to disenroll a child from the SR Program due to fraud, the CONTRACTOR shall provide a notice of disenrollment to the family 30 calendar days prior to disenrollment to allow time for due process concerns.

(6.4) If the COALITION intends to disenroll children due to a projected deficit, the CONTRACTOR should comply with the following requirements:

**(6.4.1)** The CONTRACTOR shall notify the COALITION within 96 hours of initiating the CONTRACTOR'S formal consideration of disenrolling a child from SR services.

**(6.4.2)** The CONTRACTOR shall notify the COALITION at least ten business days before the CONTRACTOR takes any action to notify providers or families of a determination to disenroll.

**(6.4.3)** No individual child or group of children shall be disenrolled due to a projected deficit before consulting with representatives of the

COALITION and receiving COALITION approval.

(6.4.4) If COALITION authorizes disenrollment, action by the CONTRACTOR shall be in accordance with Section 1002.87(7), Florida Statutes.

(7) Provider Payments

(7.1) Review provider attendance sheets for correctness of information and make payments to providers for compensation purposes consistent with the approved statewide data system, the Enhanced Field System (EFS),and/or any other COALITION approved data system with data in the following categories;

(7.1.1) School Readiness, Child Care Executive Partnership, Financially Assisted Child Care:

(7.1.1.1) Infant Care – infant care is defined as care for children from birth to twelve (12) months.

(7.1.1.2) Toddler Care –toddler care is defined as care for children from their first birthday to twenty- four months.

(7.1.1.3) Two-Year-Old Care – two year old care is defined as care for children from their second birthday to thirty-six (36) months.

(7.1.1.4) Three-Year-Old Care –three year old care is defined as care for children from their third birthday to forty-seven (47) months.

(7.1.1.5) Four-Year-Old Care –four-year-old care is defined as care for children from their fourth birthday to fifty-nine (59) months or until the child enters kindergarten.

(7.1.1.6) Five-Year-Old Care –five-year-old care is defined as care for children from their fifth birthday or until the child enters kindergarten.

(7.1.1.7) School Age Care –school age care is defined as care for children of school age to twelve (12) years for a portion of the day before and after school hours, and for full day care during holidays and summer seasons.

(7.1.1.8) Special Needs – special needs is defined as care for children with either an Individual Family Support Plan for children birth to 3 years of age or an Individualized Education Plan for children 3 to 5 years of age not yet in kindergarten.

(7.1.2) Voluntary Prekindergarten:

(7.1.2.1) Children four (4) years of age on or before September 1, of the resultant contract period.

(7.2) Ensure SR, CCEP, and Financially Assisted Child Care provider payments do not exceed the rates charged by providers to the general public nor the approved reimbursement rate schedule for Broward County.

(7.3) Rates paid to VPK Providers are established by the Office of Early Learning, based on the allocation formula methodology established legislatively and approved by the Office of Early Learning.

(7.4) The CONTRACTOR may make advance payments to Providers in accordance with COALITION- OEL guidance.

(7.5) Ensure child care providers are reimbursed for services, receiving payment on or before the 20th of each month through direct deposit.

(7.6) Ensure payments to Gold Seal Providers follow the guidelines established by the COALITION. The CONTRACTOR shall pay separate rates for Providers that have achieved recognition as a Gold Seal Provider as per the Office of Early Learning. Increased reimbursement of the Gold Seal Rate is to be paid in the

month following the month that written notification of the change was received by the COALITION from the provider. The CONTRACTOR shall respond to the provider in writing by email within one week, following the date of notification.

(7.7) Verify and document child care service delivery, appropriate payment and appropriate payment adjustments.

(7.8) Verify and document receipt and review of child care attendance records.

(7.9) The CONTRACTOR shall verify and document, on a monthly basis, that the CONTRACTOR reconciled its financial records for child care provider payments between the CONTRACTOR'S accounting system and the statewide information system. The CONTRACTOR shall reconcile within 60 days in arrears from the close of each monthly reporting period.

(7.10) The CONTRACTOR shall comply with all OEL EFS standard codes and definitions for all early learning programs contained in the most current version of OEL's EFS Standard Codes documents.

(7.11) Ensure compliance with the COALITION'S approved Cost Allocation Plan (as it relates to usage and coding child care reimbursement) and all policies.

(7.12) Track the number of children served by child and by funding stream, from entry until exit from services and monitor utilization of slot funding.

(7.13) Provide reporting services as required for the Teen Age Parent Program (TAPP)

(7.14) Obtain the required TAPP information from the school district and submit with invoice to the COALITION.

(7.15) Report the Teenage Parent Program data through the statewide data system.

(7.16) Provide invoicing to the child care businesses participating in the Child Care Executive Partnership Program as informed by the COALITION.

(8) <u>Slot Utilization</u>

(8.1) Actively work with the COALITION to ensure that all available funds for slots shall be spent on slots and slot budget shall not be exceeded each fiscal year.

(8.2) Maintain, manage, garner and renew community match dollars as required by the CCEP program and the School Readiness economically disadvantaged obligation.

(8.3) Provide a slot utilization management plan and prepare a 12 month slot utilization budget for each period contracted.

(8.4) Proposer shall be solely responsible for any slot utilization costs that exceed the amount stated in the Contract.

(8.5) Ensure utilization of an integrated, automated system for maintaining all client data, for recording and for the timely processing of vendor payments.

(9) <u>Unique Activities</u>

(9.1) The CONTRACTOR is solely responsible for the satisfactory performance of the components described in this Contract. By execution of this Contract, the CONTRACTOR recognizes its singular responsibility for the tasks, activities and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities and deliverables and agrees to be fully accountable for the performance thereof. The CONTRACTOR acknowledges its fiscal responsibility for disallowed costs.

(9.2) The CONTRACTOR and the COALITION, in the performance of this Contract, shall be acting as separate parties and not as agents, employees, partners, joint

ventures, or associates of one another. Any employee or agent of one party shall not be construed to be the employee or agent of the other party for any purpose.

(9.3) The CONTRACTOR shall be knowledgeable of and in full compliance with all state and federal laws, rules and regulations as amended from time to time that do or may affect the subject areas of this Contract. The CONTRACTOR shall request technical assistance from the COALITION when deemed necessary to facilitate compliance with these authorities. The COALITION'S failure to provide such technical assistance does not relieve the CONTRACTOR of its responsibilities to ensure compliance with all state and federal laws, rules and regulations or performance under the terms of the Contract.

(9.4) When it has been notified in writing by the COALITION of any noncompliance requiring submission of a corrective action plan, the CONTRACTOR shall develop a corrective action plan. Notification by the COALITION shall include a time within which the corrective action plan must be submitted, the duration of which shall be no longer than 30 days in the absence of a written agreement allowing a longer time.

(9.5) The CONTRACTOR shall utilize the approved statewide School Readiness data and reporting system to record, maintain, and report on SR and VPK Programs. Guidance and requirements for statewide data systems is contained on the Office of Early Learning's Website.

c. **Coordination with Other Contractor/Entities**

(1) The CONTRACTOR shall provide local comprehensive information and referral service to enable referral parents' access to community resources as identified during the child care resource and referral family interview for family needs.

(2) The CONTRACTOR shall coordinate early education services with other agencies in Broward County that provide similar services (i.e. Head Start, School District, Early Head Start, etc.)

(3) The CONTRACTOR shall develop a working knowledge of other community social service agencies to facilitate appropriate referrals. The CONTRACTOR must delineate in writing how it will collaborate with these agencies to provide comprehensive child care resource and referral services to referral clients.

(4) The CONTRACTOR shall be responsible and accountable to perform the services and tasks pursuant to this Contract regardless of the failure of other providers or entities.

(5) The CONTRACTOR shall submit a financial risk management plan, which addresses risk, including but not limited to internal risk (internal fraud/errors/omissions) and external risk (bank failure, ecommerce hacking, etc.). The CONTRACTOR's plan should include traditional forms of risk management, such as purchased insurance, bonds, as well as measures taken with external relationships (such as treasury management, online resources and security). The COALITION requires that the CONTRACTOR shall obtain, maintain, and submit evidence of certificates of insurance, or evidence of external relationships, as applicable, during the term of the contract

(6) The CONTRACTOR shall endeavor at all times to work together in good faith in a cooperative, team approach and to candidly and frankly share ideas and information to improve the early care and education system in Broward County. Examples of such cooperation would include, issues involving the prudent reallocation of dollars, promptly sharing information regarding position adjustments and reporting known instances

wherein performance, on the part of the Contract parties, or a third party, may be improved.

7. **COALITION Responsibilities**

   a. **COALITION Obligations**

      (1) The COALITION shall provide guidance to the CONTRACTOR in the areas of fiscal management, operational policies and procedures and the COALITION'S required standards for program quality, as required by this Contract and Florida law.

      (2) The COALITION shall furnish policies to the CONTRACTOR in the areas of specific program requirements as outlined in the approved Plan and the required standards for program quality. The COALITION reserves the right to request additional services which support the COALITION'S approved Plan, VPK requirements, and any subsequent amendments to the Plan, COALITION goals, and legislative changes as funding permits.

      (3) The COALITION shall evaluate overall compliance with this Contract requirements for the services described herein.

   b. **COALITION Determinations**

      The COALITION'S good faith determination of what constitutes acceptable services or reports based on the terms and conditions of this Contract shall be conclusive except that neither party waives any rights at law or in equity. The COALITION reserves the right to make any and all determinations exclusively which it deems is necessary to protect the best interests of the program and the families who are served by the COALITION, either directly or through its contractors.

C. Expenses

All expenses including supplies, equipment, training materials, and travel costs incurred in connection with this Contract are deemed to be included in the project cost of each deliverable and shall not be otherwise compensated.

**D. Monthly Reporting and Monthly Financial Invoices**

1. The CONTRACTOR shall submit to the COALITION Contract Manager a monthly invoice, inclusive of all actual expenditures for the month, with the corresponding general ledger of program deliverables to be completed by the **14th calendar day** of each month. The monthly invoice shall be made in accordance with the COALITION Fiscal Guidelines, presented with the same line item detail as the approved budget attached as **Composite Exhibit B** of **Attachment I** of this Contract. Source documentation to support allowable costs must be available for onsite monitoring. Source documentation may include, but is not limited to, cancelled checks, paid bills, payroll, time and attendance records, contract and sub-grant award documents, and reports. The CONTRACTOR recognizes that payment for any expenditure, for work performed within the first eleven (11) months of this Contract, but submitted more than **45 calendar days** following the end of the month such expenditure was incurred is subject to approval/rejection by the COALITION.

2. All expenditures submitted for reimbursement shall be reconciled to the CONTRACTOR'S accounting system and supportive detail for all expenditures shall be maintained. Supportive detail shall include an audit trail linking all reimbursement transactions to the CONTRACTOR'S general ledger and shall be identified by the appropriate program and Other Cost Accumulator

(OCA). The COALITION may monitor this Contract by validating invoices in relationship to services provided and reviewing the records and contracts related to those invoices.

3. **Restriction of Expenditures:**

   a. Pursuant to OMB A-122 (2 CFR Part 230), costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable. Costs for preapproved, reasonable, and necessary per diem allowances and travel expenses are allowable. Such costs shall be reimbursed at the standard travel reimbursement rates established in section 112.061, Florida Statutes, and shall be in compliance with all applicable federal and state requirements.

   b. In accordance with the requirements of Florida Administrative Code Rule 69I-40.103, expenditures from program funds for items listed below are prohibited, unless expressly provided by law:

      (1) Congratulatory telegrams;

      (2) Flowers and/or telegraphic condolences;

      (3) Presentment of plaques for outstanding service;

      (4) Entertainment for visiting dignitaries;

      (5) Refreshments such as coffee and doughnuts; and

      (6) Decorative items (globes, statues, potted plants, picture frames, etc.).

   c. **Awards and Volunteer Recognition:**

      (1) The CONTRACTOR shall comply with the terms of section 110.1245, Florida Statutes, when incurring costs related to the purchase of awards.

      (2) The CONTRACTOR shall comply with the terms of section 110.503(5), Florida Statutes, when incurring costs related to the purchase of awards, plaques or other tokens of recognition to honor volunteers.

4. **Membership Dues and Licensing Fees:**

   The CONTRACTOR shall comply with the terms of section 216.345, Florida Statutes, when incurring costs related to the payment of membership dues, subscriptions, and licensing fees. Payment information, which must contain a statement that the records of memberships, subscriptions, or licenses, for which the CONTRACTOR paid, maintained at the CONTRACTOR shall be public records pursuant to Section 119.01(3), Florida Statutes. The organization paid must provide this statement. This public records requirement applies only to the portion of activities of the organization(s) that pertain to the public federal/state grant programs the COALITION funded.

5. **Construction/Purchase of Buses:**

   The CONTRACTOR shall not expend funds for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. However, certain federal funds may be expended for minor remodeling and for upgrading child care facilities to assure that providers meet state and local child care standards, including applicable health and safety requirements, after receipt of any required prior approval from the COALITION. Funds may not be used for the purchase of buses or to pay for transportation costs, other than transportation costs designated by specified OCAs in the OEL File 250.01.

E. Method of Payment

1. Reimbursement Request Requirements

a. The COALITION shall make payment to the CONTRACTOR according to Section 215.422, Florida Statutes, and Rule 69I-40.002(1), FAC, which govern time limits for payment of invoices (reimbursement requests).

b. The CONTRACTOR shall submit monthly requests for SR and VPK Program expenditures reimbursement **no later than 14 calendar days** following the last day of the previous month.

c. The CONTRACTOR shall base the request on actual allowable expenditures.

d. The CONTRACTOR shall submit reimbursement requests to the COALITION for approval in compliance with the most recent versions of OEL Program Guidance 240.06 Reimbursement Request Requirements for Early Learning Coalitions.

e. The CONTRACTOR shall provide sufficient detail, as the COALITION reimbursement request instructions describe, for the COALITION to comply with federal and state reporting requirements and pre-/post-audit requirements.

f. The CONTRACTOR shall reconcile all expenditures submitted for reimbursement to the CONTRACTOR'S accounting system.

g. The CONTRACTOR shall comply with OEL Program Guidance 240.01 and other instructions OEL establishes to institute local COALITION cash management procedures, including the reimbursement request format and submission requirements.

h. Failure to follow reimbursement request requirements may result in the CONTRACTOR not receiving reimbursement or receiving a delayed reimbursement.

2. Final Reimbursement Request

a. The CONTRACTOR shall reconcile all expenditures submitted for reimbursement to the CONTRACTOR's accounting system and shall maintain supporting documentation for all expenditures. The CONTRACTOR shall make corrections as necessary.

b. The CONTRACTOR shall maintain supporting documentation to include an audit trail linking all reimbursement transactions to the OEL Uniform Chart of Accounts and the CONTRACTOR's general ledger and shall use the appropriate program and OCA to identify them.

c. The COALITION may monitor the agreement by validating reimbursements in relationship to provided services and reviewing the records and contracts related to those reimbursements.

3. Advance Payments

a. The CONTRACTOR may receive advanced funds for the SR Program, which COALITION reasonably bases on the CONTRACTOR'S projected cash needs. The Executive Office of the Governor's budget authority issuance to OEL determines when OEL will approve an advance.

b. The CONTRACTOR shall follow OEL Program Guidance 240.01 procedures for requesting, repaying and reconciling an advance.

c. Advances shall be reconciled monthly to the CONTRACTOR'S projected cash need. The COALITION may require adjustment to the advance if the advance substantially exceeds the projected cash need for 2 consecutive months.

d. The CONTRACTOR may receive VPK advance funds in accordance with Rule 6M-8.205, FAC.

e. The CONTRACTOR may not receive a SR or VPK advance until it has repaid all previous advances.

4. **Payment of Interest Earned on Program Funds**

Unless otherwise authorized by the COALITION, the CONTRACTOR shall invest the funds received under this Agreement in a secure interest-bearing account and earn interest on the invested funds in accordance with Section 216.181(16)(b), Florida Statutes and Office of Management and Budget (OMB) Circular A-110 (2 CFR part 215). Interest income shall be returned to the COALITION in accordance with the OEL Program Guidance 240.01.

5. **Budget**

a. The parties agree that a line item budget has been submitted and is attached hereto as **Composite Exhibit B** of **Attachment I** of this Contract. The CONTRACTOR, in its discretion, may make adjustments to line items within 10% for all major categories. Adjustments greater than 10% must be approved by the COALITION'S staff, up to the total Contract amount as outlined in **Section C.** of the Standard Core Contract.

b. The CONTRACTOR shall submit an approved **Composite Exhibit B** of **Attachment I** of this Contract, to the COALITION staff within **six (6) calendar days** after the COALITION Board approves a motion regarding the contract budget. The revised exhibit is subject to the approval of COALITION staff.

6. **Budget Modification Process**

No later than **January 23** of each fiscal year for the Term of this Contract, the CONTRACTOR shall submit a six month financial report using forms identified in **Exhibit C** of **Attachment I** of this Contract, for the period July 1 through December 31 of each fiscal year. The report shall include a comparison of the approved line item budget to the actual expenses invoiced to the COALITION (year-to-date) and all projections through the end of the Contract year. The CONTRACTOR shall complete identified forms in **Exhibit C** of **Attachment I** of this Contract that include a detailed explanation identifying variances to the approved budget and recommendations for expending under-expended or over-expended funds in accordance with this Contract, if any of the following has occurred:

a. This Contract is expended at a variance of 5% over or 5% under 50% of the total budgeted expenditures; or

b. Any budget category has a projected under-expenditure of more than ten percent (10%); and/or

c. Any budget category has a projected over-expenditure of more than ten percent (10%).

In the event the Six Month Financial Report (**Exhibit C** of **Attachment I** of this Contract) is not timely received or approved by the COALITION, or if the report shows a projected under expenditure of funds greater than ten percent (10%), all projected under-expended funds shall be subject to removal from this Contract.

Additional Budget Modifications may be submitted at the CONTRACTOR'S discretion using the forms identified in **Exhibit C** of **Attachment I** of this Contract, adjusted for the period of submission.

7. **Return of Funds**

a. Upon the COALITION'S final determination of overpayments or disallowed costs under federal or state law, regulation or rule, the CONTRACTOR shall return to the COALITION any overpayments or disallowed costs within 30 calendar days of COALITION issuing a written notice or other timeframes that comply with OEL Program Guidance 240.01.

b. In the event the CONTRACTOR overpays a subrecipient or vendor or the subrecipient or vendor incurs a disallowed cost and the CONTRACTOR cannot recover it, the subrecipient or vendor account becomes delinquent. After exercising due diligence, OEL Program Guidance 240.03 allows the CONTRACTOR to request that the OEL report a delinquent account to DFS. The CONTRACTOR shall execute and deliver to the OEL all documents necessary to report a delinquent account and secure repayment. The CONTRACTOR requesting that the OEL report a delinquent account to DFS shall make the request to OEL within 30 days from determining that the CONTRACTOR cannot recover the delinquent account.

8. Financial Consequences

a. The CONTRACTOR agrees that if the requirements of this agreement are not timely and satisfactorily performed, the CONTRACTOR shall be subject to one or more of the financial consequences listed herein. These financial consequences shall not be considered penalties.

b. The CONTRACTOR shall ensure that 100% of the deliverables identified in this Contract are preformed pursuant to agreement requirements. If at any time the CONTRACTOR is notified by the COALITION Contract manager that it has failed to correctly, completely, or adequately perform major deliverables, the CONTRACTOR will have 14 calendar days to submit a Corrective Action Plan (CAP) to the COALITION Contract Manager that addresses the identified deficiency and states how the deficiency will be remedied within a time period approved by the COALITION Contract manager. The COALITION shall assess a financial consequence for non-compliance on the CONTRACTOR for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The COALITION may also assess a financial consequence for failure to timely submit a CAP. In the event the CONTRACTOR fails to correct an identified deficiency within the approved time period specified in the CAP, the COALITION shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the agreement for each day the deficiency is not corrected. The COALITION may also deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the agreement for each day the CONTRACTOR fails to timely submit a CAP, beginning the 15th day after notification by the COALITION'S Contract Manager of the deficiency.

c. The COALITION, at its sole discretion and upon written request by the CONTRACTOR, will consider offering an extension for any listed tasks, timelines, or deliverables during which the indicated financial consequence shall not apply. Notification of any deliverable extension granted shall be provided by the COALITION Contract Manager to the CONTRACTOR in writing.

d. **Financial Consequences Triggers**

| Deliverable | Amount | Financial Consequences Trigger |
|---|---|---|
| SR and VPK services as defined in this Contract | 1% of the monthly value of the administrative funds | Failure to correctly, completely, or adequately perform these major deliverables as described in this Contract. |

| | | |
|---|---|---|
| All SR and VPK reports listed in Attachment I B.4.b | $100 per business day per report deducted from the monthly value of administrative funds. | Report(s) not received and accepted by the COALITION by the due date listed for each report in Exhibit F – Listing of Reports. |
| Corrective Action Plan (CAP) | 1% of the monthly value of the administrative funds in the agreement beginning the 15th day after notification by the COALITION Contract Manager of the deficiency. | Failure to submit the corrective action plan to the COALITION CAP requestor by the due date specified in the CAP request. |

## F. Monitoring and Evaluation Methodology

The CONTRACTOR agrees:

1. To fully cooperate with the COALITION'S performance audits and financial audits.

2. That monitoring is intended to be in addition to other audit requirements found in other parts of this Contract and is not to be construed as a limitation thereof.

3. To include audit and record keeping requirements of this section in all approved subcontracts and assignments.

4. The CONTRACTOR, as applicable under the terms and conditions of this Contract, shall establish and maintain records related to eligibility, enrollment files, provider payments, the CONTRACTOR background screening and other documents implementing early learning programs. The Contract also, as applicable under the terms and conditions of this Contract, shall establish a records retention requirement for sign-in and sign-out sheets for all SR and VPK services. The CONTRACTOR may not alter or amend attendance records after December 31 of the subsequent fiscal year.

5. That the COALITION shall conduct quality assurance reviews annually (at a minimum) during the Contract period to assess the quality of services provided to children and families under this Contract. The quality assurance reviews shall be in accordance with an annual monitoring plan which shall include administrative, programmatic, and fiscal monitoring of the contracts, grants, and programs.

6. That monitoring may be conducted by the COALITION to determine compliance with the COALITION'S requirements, the extent to which key indicators of performance are being achieved and to validate internal quality improvement systems and findings.

7. That reviews shall be conducted by a team that may include the COALITION's contract monitoring staff, a COALITION member, staff from the OEL, staff who are providing similar services in other areas of the State of Florida and staff from other funding agencies who have received training in the COALITION'S monitoring process. The review process may include a provider survey, staff survey, case file reviews, and interviews with staff, families, and community stakeholders. The CONTRACTOR and any subcontractors shall fully cooperate with these reviews.

8. To provide requested documentation and otherwise cooperate with the COALITION in order to successfully complete the quality assurance review. The quality assurance review team shall have access to the CONTRACTOR'S customer and service files, customer satisfaction surveys, and the CONTRACTOR'S financial records relating to this Contract. The COALITION reserves the right to monitor the program on-site without prior announcement to the CONTRACTOR provided that such monitoring does not affect the CONTRACTOR'S ability to provide services as required by this Contract.

9. To establish and maintain an approved internal quality improvement process to assess its performance and that of its subcontractors.

10. That by execution of this Contract, the CONTRACTOR hereby acknowledges that its performance under this Contract shall meet the standards set forth above and shall be bound by the conditions set forth below. If the CONTRACTOR fails to meet these standards, the COALITION, at its exclusive option, may allow up to three (3) months for the CONTRACTOR to achieve compliance with the standards. If the COALITION affords the CONTRACTOR an opportunity to achieve compliance, and the CONTRACTOR fails to achieve compliance within the specified time frame, the COALITION may, at its option, terminate this Contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the COALITION.

G. List of Exhibits

**Exhibit A – Funding**

**Composite Exhibit B – Budget: Forms B-1, B-2, and B-3**

**Exhibit C – Six Month Financial Report Forms**

**Exhibit D – State Child Care Resource and Referral Program Requirements**

**Exhibit E – Provider Rate Schedule**

**Exhibit F – Co-Payment Schedule**

**Exhibit G – Financially Assisted Child Care Program Overview**

**Exhibit H - Listing of Reports**

EARLY LEARNING COALITION OF BROWARD COUNTY, INC.
ATTACHMENT II
TO STANDARD CONTRACT WITH
Broward Regional Health Planning Council, Inc.
(Eligibility and Enrollment and Fiscal Administration for School Readiness, Child Care Executive Partnership, Voluntary Prekindergarten, and Financially Assisted Child Care Programs)

## AUDIT REQUIREMENTS

**Grant/Contract Relationship:** The COALITION has identified the CONTRACTOR as a subrecipient. For all subrecipients, the described audit requirements will apply as described here. Based on estimated funding for this grant, the following audit requirements apply:

☐ Federal Single Audit Act (2 CFR § 200 Subpart F)

☐ Florida Single Audit Act (Section 215.97, Florida Statutes)

A. Accounting and auditing requirements

1. The CONTRACTOR is subject to the 2 CFR § 200 Subpart F requirements, which states that agencies shall conduct audits in accordance with generally accepted government auditing standards issued by the U.S. Comptroller General and generally accepted accounting principles (GAAP) identified by the American Institute of Certified Public Accountants (AICPA). The AICPA has identified the Accounting Standards Codification (ASC) developed by the Financial Accounting Standards Board (FASB) as the GAAP applicable to nongovernmental entities such as the contractor/grantee.

2. The CONTRACTOR shall provide the COALITION with an annual state single audit in accordance with state single audit requirements that Section 215.97, Florida Statutes, contains, and the Federal Single Audit Act. The CONTRACTOR is subject to monitoring and shall submit the related supporting documents requested in accordance with Exhibit II and the provisions of 2 CFR § 200 Subpart F.

3. During the course of any state fiscal year, external auditors, the State Auditor General, state or federal inspectors, inspectors general, USDHHS, OEL or others as state or federal agencies designate may review operations of and records from the CONTRACTOR.

4. Any of these reviews may identify questioned costs. The CONTRACTOR shall have an opportunity to substantiate or appeal the finding or questioned cost(s). Any unresolved questioned costs may become disallowed costs. Section 17.04, Florida Statutes, and 2 CFR § 200 Subpart F, requires contractors to repay disallowed federal and state program costs. CONTRACTOR/grantees may not pay disallowed costs with federal grant, state grant or matching funds.

5. The CONTRACTOR agrees that legal expenses and related costs in the defense or prosecution of any claim or appeal against the state government or any of its agencies are not reimbursable costs. However, 2 CFR § 200 Subpart F allows reasonable legal expenses and related costs required in administering early learning programs within administrative expenditure limitations for SR and VPK Programs.

**B. Monitoring**

In addition to audits conducted in accordance with 2 CFR § 200 Subpart F and Section 215.97, Florida Statutes, as revised (see section III-B-4 below), the COALITION may conduct or arrange for monitoring of the CONTRACTOR'S activities. Such monitoring activities may include, but are not limited to, onsite visits by the COALITION staff or contracted consultants, limited scope audits as defined by 2 CFR § 200 Subpart F, and/or other procedures. By entering into the agreement, the

CONTRACTOR agrees to comply and cooperate with any monitoring procedures/processes the COALITION deems appropriate. The CONTRACTOR further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the USDHHS, the Florida DFS or the Florida Auditor General.

1. **Related party disclosures**

   To comply with requirements of FASB ASC 850, *Related Party Disclosures*, the CONTRACTOR shall include all related party transactions in the financial statement footnote disclosures. General Accepted Auditing Standards ("GAAS") require that financial statement auditors evaluate whether the CONTRACTOR adequately disclosed related party transaction(s) in the financial statements. In addition, the CONTRACTOR shall comply with all applicable provisions of Chapter 112, Florida Statutes, Public Officers and Employees, as required by Section 1002.83(8), Florida Statutes.

2. **Internal controls – audit or documentation**

   The CONTRACTOR shall obtain the internal control work papers from the auditor(s) performing the annual independent financial statement audit. The CONTRACTOR shall keep these work papers onsite as part of its financial records and shall provide a copy to the COALITION as part of the financial reporting package as instructed in Section III-B-4.3, Report Submission, below.

3. **Internal controls – annual self-assessment**

   The CONTRACTOR must perform an internal controls self-assessment using the COALITION'S Internal Control Questionnaire (ICQ). The CONTRACTOR shall provide a copy of the completed annual ICQ to the COALITION, as instructed below, according to written instructions provided by the COALITION.

   To document compliance with 2 CFR § 200 Subpart F, which defines internal control, the annual ICQ will help the CONTRACTOR demonstrate that it meets the primary objectives for internal controls pertaining to compliance requirements for federal programs, including:

   a. The CONTRACTOR properly records and accounts for transactions.

   b. The CONTRACTOR executes transactions in compliance with laws, regulations and contract provisions.

   c. The CONTRACTOR safeguards funds, property and other assets against loss due to unauthorized use or disposition.

   d. The COALITION will provide the annual ICQ form in electronic format to the CONTRACTOR upon receipt from the OEL, unless the COALITION makes other arrangements. Each CONTRACTOR shall submit the completed ICQ and any other supporting files considered necessary electronically to the COALITION designated site.

   e. Reasonable measure are taken to safeguard protected personally identifiable information ("PPII") and other information the Federal awarding agency, OEL, or the COALITION consider sensitive consistent with applicable Federal, state and local law regarding privacy and obligations of confidentiality.

4. **Audits**

   a. **Federally-funded**

      This section is applicable if the CONTRACTOR is a state or local government or a non-profit organization as 2 CFR § 200 Subpart F as revised, defines.

(1) In the event that the CONTRACTOR expends $750,000 or more in federal awards in its fiscal year, the CONTRACTOR must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR § 200 Subpart F, as revised. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DOE. The determination of amounts of federal awards expended should be in accordance with the guidelines 2 CFR § 200 Subpart F, as revised, establishes.

(2) In connection with the audit requirements, the recipient shall also fulfill the following instructions listed in 2 CFR § 200.508 through 200.512, for reporting package requirements:

(a) Financial statements and schedule of expenditures of federal awards (SEFA) discussed in Sections 200.510(a) and (b).
(b) Summary schedule of prior audit findings discussed Section 200.515.
(c) Auditor's report(s) discussed in Section 200.515.
(d) Obtain auditor' findings (if any) discussed in Section 200.516
(e) Corrective action plan responses discussed in Section 200.511(c).
(f) Such audits shall cover the entire CONTRACTOR organization for the organization's fiscal year.
(g) The SEFA shall identify expenditures by grant award/contract number for each grant award/contract with the COALITION in effect during the audit period unless otherwise disclosed as in Section 200.510(b)(2).
(h) The financial statements shall disclose whether the CONTRACTOR met the matching requirement for each applicable contract/grant.
(i) The CONTRACTOR shall fully disclose in the audit report all questioned costs and liabilities due to the COALITION with reference to the COALITION grant award(s)/agreement(s)/contract(s) involved.

(3) The audit procedures and the 2 CFR § 200 Subpart F audit reports must include the COALITION'S annual financial monitoring report results. If the CONTRACTOR expends less than $750,000in federal awards in its fiscal year, the COALITION does not require an audit conducted in accordance with the provisions of 2 CFR § 200 Subpart F, as revised. If the CONTRACTOR expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR § 200 Subpart F, as revised, the CONTRACTOR must pay the cost of the audit from non-federal resources (i.e., the CONTRACTOR must pay the audit costs from resources obtained from non-federal and non-state entities).

(4) Although the audit provisions of 2 CFR § 200 Subpart F ordinarily do not apply to for-profit subcontractors/sub-grantees, in the case of federal funding from the USDHHS, 2 CFR § 200 Subpart F does apply to commercial for-profit material service organizations, administrative entities, central agencies and other similar organizations. See 45 CFR Part 74.26 for further details.

(5) Find links to several Federal Single Audit Act resources at the following website: Federal Single Audit Act Resources.

**b. State-funded**

(1) This part is applicable if the CONTRACTOR is a non-state entity as defined by the Florida Single Audit Act (Section 215.97(2), Florida Statutes).

(2) In the event the CONTRACTOR expends $500,000 or more of state financial assistance in any fiscal year, the CONTRACTOR must have a state single or project-specific audit conducted in compliance with Section 215.97, Florida Statutes; applicable rules of DFS and Sections 10.550 (Local Governmental Entities) or 10.650 (Nonprofit and For-Profit

Organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DOE, other state agencies and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

(3) In connection with the state-funded audit requirements above, the CONTRACTOR shall ensure the audit complies with the requirements outlined in Section 215.97(8), Florida Statutes. This includes submitting a financial reporting package as Section 215.97(2), Florida Statutes, and Sections 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, require. Current Rules of the Auditor General require each CONTRACTOR to complete and submit the Financial Reporting Package Submittal Checklist as part of the annual financial reporting package. Please refer to the checklist shown as **Exhibit III**.

(4) If the CONTRACTOR expends less than $500,000 in state financial assistance in its fiscal year, the provisions of Section 215.97(2), Florida Statutes, do not require an audit. If the CONTRACTOR elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the CONTRACTOR must pay the audit costs from non-state resources (i.e., the CONTRACTOR must pay the audit costs from resources obtained from non-federal and non-state entities).

(5) Pursuant to Section 215.97(8), Florida Statutes, state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits.

(6) Find additional information regarding the Florida Single Audit Act at the Florida DFS website State Single Audit resources.

5. **Report submission**

a. The CONTRACTOR shall submit copies of reporting packages for audits conducted in accordance with 2 CFR § 200 Subpart F, as revised, and as **Attachment II** of this Contract requires, directly to each of the addresses indicated.

Note – For the addresses noted with an asterisk (*) below, copies of reporting packages shall include the internal control work papers from the auditor(s) performing their annual independent financial statement audit.

(1) Submit one paper copy and one electronic copy of the financial reporting package to OEL at the following address:
Inspector General*
Office of Early Learning
250 Marriott Drive
Tallahassee, FL 32399

(2) Submit one electronic copy of the financial reporting package to OEL at the SharePoint CONTRACTOR site, FMSAS/Annual A-133 Audit Files.*

(3) The Federal Audit Clearinghouse designated in 2 CFR § 200 Subpart F (the number of copies described in Section 200.512(b) and the reporting package should be submitted to the Federal Audit Clearinghouse). Single Audit reporting package as described in Section 200.512(c) must be submitted using the Federal Audit Clearing house's Internet Data Entry System at: Federal Audit Clearinghouse's Internal Date Entry System.

(4) Submit to other federal agencies and pass-through entities in accordance with report submission instructions from 2 CFR § 200 Subpart F, as revised.

b. The CONTRACTOR shall submit copies of financial reporting packages that Section 4.b. of this Contract requires, including any management letter(s) the auditor issues and corrective action plan responses the CONTRACTOR prepared directly to each of the following addresses.

Note – For the addresses noted with an asterisk (*) below, copies of reporting packages shall include the internal control work papers from the auditor(s) performing their annual independent financial statement audit.

(1) Submit one paper copy and one electronic copy of the financial reporting package to OEL at the following address:

Inspector General
Office of Early Learning
250 Marriott Drive
Tallahassee, FL 32399

(2) Submit one electronic copy of the financial reporting package to COALITION.

(3) Submit one paper copy and one electronic copy of the financial reporting package to the Auditor General's Office at –

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email – flaudgen_localgovt@aud.state.fl.us
Website – www.myflorida.com/audgen

(4) Any reports, management letters or other information required to be submitted to DOE pursuant to this agreement shall be submitted timely in accordance with 2 CFR § 200 Subpart F, Florida Statutes, and Sections 10.550 (local governmental entities) or 10.650 (non-profit and for profit organizations), Rules of the Auditor General, as applicable.

(5) The CONTRACTOR shall indicate in correspondence accompanying the reporting packages the date the auditors to the CONTRACTOR delivered the reporting package to the CONTRACTOR.

(6) All items Auditor General Rule 10.656(3) requires, as described on the Auditor General's Financial Reporting Package Submittal Checklist, and related checklist instructions must be included for a reporting package to be considered complete. See the attached checklist and Auditor General filing instructions.

By signing below, the CONTRACTOR, through the duly appointed undersigned representative, certifies and assures that it shall fully comply with the applicable audit requirements outlined in this **Attachment II**.

By:_____ _____
Authorized Service Provider Representative Date

☐ By Electronic Signature

Michael DeLucca, Pres & CEO
Print Name/Title

EARLY LEARNING COALITION OF BROWARD COUNTY, INC.
ATTACHMENT III
TO STANDARD CONTRACT WITH
Broward Regional Health Planning Council, Inc.
(Eligibility and Enrollment and Fiscal Administration for School Readiness, Child Care Executive Partnership, Voluntary Prekindergarten, and Financially Assisted Child Care Programs)

## ASSURANCES AND CERTIFICATIONS

Authority for data collection - 45 CFR Part 98.10-1 2; Sections 1001.213, 1002.75 and 1002.82, Florida Statutes.

Instructions - These certifications and assurances will be in effect for the duration of this Contract. The COALITION shall not require amendments unless required by changes in federal or state law, or by other significant change in the circumstances affecting a certification or assurance in this agreement. The entity/agency head, or other authorized officer, must sign the certification and return it to the address listed below. No payment for this Contract will be made without this current signed Certifications and Assurances form on file. The COALITION will not award a grant or enter into a contract where the CONTRACTOR has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this Contract, the CONTRACTOR hereby certifies and assures that it will fully comply with the following requirements:

I. Federal certifications – applicable to all entities

II. Federal or state-required assurances – applicable to the CONTRACTOR

A. Assurances - Non-Construction Programs (OMB Standard Form (SF) 424 B)

B. Assurances - Construction Programs (OMB Standard Form (SF) 424 D), if applicable

C. Other Assurances - Miscellaneous/General Disclosures

D. Assurances for Proper Expenditure Reporting

E. CCDF Salary Cap Anual Testing Requirements

F. Certification Regarding CONTRACTOR Status as a Non-major Corporation

G. Certification of Cost Allocation Plan or Indirect Cost Rate Proposal

H. Debarment and Suspension Certification (29 CFR. part 98 and 45 CFR part 74)

I. Certification Regarding Lobbying (29 CFR part 93 and 45 CFR part 93)

J. Drug-free Workplace Certification (29 CFR part 98 and 45 CFR part 82)

K. Certification Regarding Convicted Vendor List and Discriminatory Vendor List

L. Certification Regarding Separation of Voluntary Prekindergarten Education Program and School Readiness Program Funds (section 1002.89(1), Florida Statutes, section 1002.71(1) and (7) Florida Statutes and 45 C.F.R. § 98.54)

M. Trafficking Victims Protection Act of 2000

N. Certification Regarding Environmental Tobacco Smoke - The Pro-Children Act of 2001

O. Certification Regarding Subrecipient and Subcontractor Monitoring

P. Certification Regarding Immigration Status

Q. Certification Regarding Standards of Conduct

R. Certification Regarding Prohibition for Distribution of Funds to the Association of Community Organization for Reform Now (ACORN)

S. "The Transparency Act" (as defined in 2 CFR Part 170)

T. Equal Employment Opportunity (E.E.O.)

U. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

V. Scrutinized Companies Lists

W. Davis Bacon Act, as amended (40 USC 276a et. seq.)

X. DUNS number - Data Universal Numbering System.

Y. System for Award Management ("SAM")

Z. Conflicts of Interest

AA. Contract Work Hours and Safety Standards Act

BB. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

CC. Procurement of recovered materials

DD. Procurements and other purchases

EE. Property

FF. Purchase of American-Made Equipment and Products

III. **Federal certifications – applicable to all entities**

The following Certifications are hereby adopted and incorporated herein by reference as if fully set forth herein. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.*

SEVERAL REQUIRE SIGNATURE AS STATED BELOW. FOR THOSE THAT REQUIRE SIGNATURE, EACH FORM MUST BE PRINTED, SIGNED AND ATTACHED TO THIS CONTRACT WHEN IT IS EXECUTED. THIS CONTRACT IS NOT VALID UNTIL EACH FORM HAS BEEN COMPLETED IN FULL, SIGNED, AND ATTACHED TO AN ORIGINAL SIGNED AWARD.

A. **Debarment and Suspension Certification (29 CFR part 98 and 45 CFR part 74)**

B. **Certification Regarding Lobbying (29 CFR part 93 and 45 CFR part 93)**

C. **Drug-free Workplace Certification (29 CFR part 98 and 45 CFR part 82)**

By signing this Contract, the CONTRACTOR is providing the above assurances and certifications as detailed below:

A. **ASSURANCES – NON-CONSTRUCTION PROGRAMS** NOTE: Certain of these Assurances may not be applicable to the CONTRACTOR'S project or program. If you have questions, please contact the COALITION.

As the duly authorized representative of the CONTRACTOR, I certify that the CONTRACTOR:

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay for the non-federal share of project costs, as applicable) to ensure proper planning, management and completion of described services.

2. Will initiate and complete the work set forth in this Contract within the applicable time frame after receiving the awarding agency's approval.

3. Will comply with the Intergovernmental Personnel Act of 1970 (42 USC 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR part 900 subpart F).

4. Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 USC 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) s. 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 USC 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, as amended, (P.L. 92-255) relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (P.L. 91-616), relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) ss. 523 and 527 of the Public Health Service Act of 1912, as amended (42 USC 290 dd.3 and 290 ee-3), relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968, as amended, (42 USC 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which the CONTRACTOR is making application for federal assistance; and (j) any other non-discrimination statute requirements that may apply to the application.

5. Will comply with, or has already complied with, the titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), requirements, which provide for treating fairly and equitably persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

6. Will comply, as applicable, with the provisions of the Hatch Act (5 USC 1501-1508 and 7328), which limit the political activities of employees for whom federal funds, in whole or in part, pay for their principal employment activities.

7. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 USC 276a-276a7), the Copeland Act (40 USC 276c and 18 USC 874) and the contract Work Hours and Safety Standards Act (40 USC 327-333) regarding labor standards for federally assisted construction sub-agreements. For projects involving construction--

   **a.** The project is not inconsistent with the Florida DOE's overall plans for the construction of school facilities.

   **b.** In developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary of Education under section 794 of Title 28 in order to ensure that facilities

constructed with the use of federal funds are accessible to and usable by individuals with disabilities.

c. When federal program legislation requires, all construction contracts the recipients and subrecipients award in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor regulations (29 CFR part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

8. Will comply, if applicable, with flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

9. Will comply with environmental standards that may be prescribed pursuant to (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and executive order (E.O.) 11514; (b) notifying violating facilities pursuant to E.O. 11738; (c) protecting wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in flood plains in accordance with E.O. 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 USC 1451, et. seq.); (f) conformity of federal actions to state (clear air) implementation plans under section 176(c) of the Clean Air Act of 1955, as amended (42 USC 7401, et seq.); (g) protecting underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protecting endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

10. Will comply with the Wild and Scenic Rivers Act of 1968 (16 USC 1271, et seq.) related to protecting the national wild and scenic rivers system's components or potential components.

11. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470); E.O. 11593 (identification and protection of historic properties); and the Archeological and Historic Preservation Act of 1974 (16 USC 469a-1, et seq.).

12. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 USC 4801, et seq.), which prohibits using lead-based paint in construction or residence structure rehabilitation.

13. Will have/establish and maintain a proper accounting system in accordance with generally accepted accounting standards.

14. Will administer each program covered by this **Attachment III** in accordance with all applicable laws, regulations, statutes, rules, policies, procedures and program requirements governing the program(s).

15. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.

16. Will submit such reports as described in **Section D** of this **Attachment III** to the Florida DOE, the U.S. DOE and the USDHHS to perform their duties. The CONTRACTOR will maintain such fiscal and programmatic records and provide access to those records, as necessary, for those departments to perform their duties.

17. Will provide reasonable opportunities for systematic consultation with and participation of teachers, parents and other interested agencies, organizations and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.

18. Will not expend funds under the applicable program to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

19. Will comply with Florida's Government-in-the-Sunshine Law (Chapter 286, Florida Statutes), which provides a right of access to meeting of boards, commissions and other governing bodies of state and local governmental agencies or authorities.

20. If applicable, after timely and meaningful consultation, the recipient will provide the opportunity for children enrolled in private, non-profit schools, and the educational personnel of such schools, equitable participation in the activities and services provided by these federal funds, and will notify the officials of the private schools of said opportunity. (Educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal [consistent with the number of children to be served] to expenditures for programs of children enrolled in the public schools of the local educational agency.)

21. Will comply with the requirements in 2 CFR Part 180, Government-wide Debarment and Suspension (Nonprocurement).

22. Will make any application, evaluation, periodic program plan or report relating to each program readily available to parents and other members of the general public.

B. **ASSURANCES – CONSTRUCTION PROGRAMS** – required by OMB Standard Form SF 424D, see <u>SF-424D Construction Programs. – IF APPPLICABLE</u>

Note – Certain of these assurances may not be applicable to the COALITION'S operations. Please contact the COALITION with questions.

C. **OTHER ASSURANCES – MISCELLANEOUS/GENERAL DISCLOSURES**

As the duly authorized representative of the CONTRACTOR, I certify that the CONTRACTOR:

1. Will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida DOE, the Florida DFS and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
2. Will cause the required financial and compliance audits to be performed in accordance with the Single Audit Act Amendments of 1996 and **2 CFR § 200 Subpart F**, ***Audit Requirements*** and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.

3. Will establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

D. **ASSURANCES FOR PROPER EXPENDITURE REPORTING**

In accordance with 2 CFR §200.415, *Required Certifications*, the official who is authorized to legally bind the CONTRACTOR must include the following certification on final fiscal reports or vouchers requesting payment.

"By signing the General *Assurances, Terms and Conditions for Participation in* Federal *and State* Programs, I certify to the best of my knowledge and belief that all applications submitted are true, complete, and accurate, for the purposes and objectives set forth in the contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal or administrative penalties for false statements, false claims or otherwise."

## E. CCDF SALARY CAP ANNUAL TESTING REQUIREMENTS

The Consolidated Appropriations Act, 2012 (P.L. 112-74), enacted Dec. 23, 2011, limits the salary amount that the CONTRACTOR and the COALITION may award and charge to grants and cooperative agreements that the Administration of Children and Families (ACF) funds. The CONTRACTOR may not use CCDF award funds to pay an individual's salary at a rate more than the annual maximum Executive Level II federal pay rate. The Federal Executive Pay Scale maximum annual Executive Level II salary for calendar year 2015 is $183,300 and is available annually at the U.S. Office of Personnel Management website. This amount reflects an individual's base salary without fringe benefits and income that an individual may earn outside of the duties to the applicant organization. The CONTRACTOR shall apply this salary limitation to subawards/subcontracts under an ACF grant or cooperative agreement (Child Care Development Grant Funds Program Specific Terms and Conditions for State and Territory Grantees. V.2013.1 (12/2012)).

1. The CONTRACTOR/CONTRACTOR'S subrecipients and subcontractors, if CCDF-funded, may not use grant funds to pay for salary costs that exceed the CCDF cap.
2. The CONTRACTOR/CONTRACTOR'S subrecipients and subcontractors, if CCDF-funded, must allocate salaries that multiple funding sources pay and compare these calculations to received program benefits.
3. The CONTRACTOR/CONTRACTOR'S subrecipients and subcontractors, if CCDF-funded, should perform and document an annual analysis using W-2 data.
4. The CONTRACTOR/CONTRACTOR'S subrecipients and subcontractors, if CCDF-funded, are responsible for assuring compliance with this provision. The CONTRACTOR/CONTRACTOR'S subrecipients and subcontractors, if CCDF-funded, are responsible for enforcing other impacted entities of this compliance requirement.
5. The CONTRACTOR/CONTRACTOR'S subrecipients and subcontractors, if CCDF-funded, shall comply with salary cap reporting requirements outlined in this section.

## F. CERTIFICATION REGARDING CONTRACTOR STATUS AS A NON-MAJOR CORPORATION

In accordance with 2 CFR §200.415, *Required Certifications*, the non-profit organization as appropriate must certify it does not meet the definition of a major corporation. 2 CFR §200.414(a) defines major nonprofit organizations as those that receive more than $10 million dollars in direct Federal funding.

_✓_ The CONTRACTOR is not a major nonprofit organization.

_____ The CONTRACTOR is a major nonprofit organization

## G. CERTIFICATION OF COST ALLOCATION PLAN OR INDIRECT COST OR RATE PROPOSAL

In accordance with 2 CFR §200.415, *Required Certifications*, the CONTRACTOR must certify the submitted cost allocation plan or indirect cost rate proposal, as instructed by the COALITION. The COALITION's current cost allocation plan guidance instructs that no indirect cost rates are required or used by the COALITION at this time since Florida's early learning programs have administrative spending caps assigned by federal regulation and/or state statutes.

## H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION

As required by E.O.(s) 12549 and 12689, Debarment and Suspension, and implemented at 45 CFR Part 85, Government wide Debarment and Suspension (Nonprocurement) for prospective participants in primary covered transactions, no contract shall be made to parties the General Services Administration's Excluded Parties List System identifies as excluded from Federal Procurement or Nonprocurement Programs. This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contracts with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees.

The federal government imposes this requirement in order to protect the public interest, and to ensure that only responsible organizations and individuals do business with the government and receive and spend government grant funds. Failure to adhere to these requirements may have serious consequences (e.g., disallowance of cost, termination of project or debarment). To assure that this requirement is met, there are four options for obtaining satisfaction that sub-grantees and contractors are not suspended, debarred or disqualified. The contractor/grantee through the duly appointed undersigned representative, certifies, to the best of its knowledge and belief, that it, its principals or its officers:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency. The Federal Excluded Parties list is currently located at https://www.epls.gov/ and also available on the Florida Department of Management Services website. The United States Department of Agriculture Food Program's National Disqualification List is available through the Florida Department of Health.

2. Have not, within a three-year period preceding the agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense connected to obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violating federal or state antitrust statutes; or embezzlement, theft, forgery, bribery, records falsification or destruction, making false statements or receiving stolen property.

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in this certification's paragraph B.2.

4. Have not, within a three-year period preceding the agreement, had one or more public transactions (federal, state or local) terminated for cause or default.

   Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to the agreement.

## I. CERTIFICATION REGARDING LOBBYING – Certification for contracts, grants, loans and cooperative agreements.

In accordance with Section 216.347, Florida Statutes, the disbursement of grants and aids appropriations for lobbying is prohibited. DOE may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the legislature, the judicial branch or a state agency. The provisions of this section are supplemental to the provisions of Section 11.062, Florida Statutes, and any other law prohibiting the use of state funds for lobbying purposes.

The undersigned, as the CONTRACTOR's duly authorized representative, certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

2. If the CONTRACTOR has or will pay any funds other than federal appropriated funds to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employees of Congress, or employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form – LLL, Disclosure Form to Report Lobbying, according to its instructions.

3. The CONTRACTOR shall require that the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) include this certification's language and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which the parties placed reliance when they made or entered into this transaction. 31 USC 1352 requires submission of this certification as a prerequisite for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## J. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The CONTRACTOR will maintain a drug-free workplace and will comply with the requirements of the Drug-Free Workplace Act of 1988. Pursuant to the Drug-Free Workplace Act of 1988: 45 CFR Part 76 subpart F, ss. 76.630(c) and (d)(2), and 76.645(a)(1) and (b), the CONTRACTOR, through the duly-appointed undersigned representative, attests and certifies that the CONTRACTOR will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the CONTRACTOR prohibits unlawful manufacturing, distributing, dispensing, possessing or using a controlled substance in the workplace and specifying the actions that the CONTRACTOR will take against employees for violating such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees concerning –

   a. The dangers of drug abuse in the workplace.

   b. The policy of maintaining a drug-free workplace.

   c. Any available drug counseling, rehabilitation and employee assistance programs.

d. The penalties that the CONTRACTOR may impose upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that the CONTRACTOR gives to each employee involved in executing this Contract a copy of the statement paragraph 1 requires.

4. Notifying the employee in the statement paragraph 1 requires that, as an employment condition under the agreement, the employee will:

   a. Abide by the terms of the statement.

   b. Notify the employer, in writing, of his or her conviction for violating a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

5. Notifying the COALITION in writing within 10 calendar days of receiving notice from an employee of the employee's conviction of a violation of a criminal drug statute in the workplace or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

   Division of Grants Management and Oversight
   Office of Management and Acquisition
   U.S. Department of Health and Human Services
   Room 517-D
   200 Independence Avenue
   SW Washington, DC 20201

   (Notice shall include the identification number[s] of each affected grant).

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4, with respect to any employee who is so convicted –

   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.

   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program that a federal, state or local, health, law enforcement or other appropriate agency approved for such purposes.

7. Making a good faith effort to continue maintaining a drug-free workplace through implementing this entire certification.

The following are the sites for the performance of work done in connection with the specific agreement, including street address, city, county, state and zip code - 200 Oakwood Lane, #100, Hollywood, Broward, FL 33020

Check ☐ if there are workplaces on file that the CONTRACTOR did not identify here.

Check ☐ if the CONTRACTOR required an additional page for the listing of the workplaces.

The CONTRACTOR will inform the COALITION of any changes relevant to this section's provisions.

## K. CERTIFICATION REGARDING CONVICTED VENDOR LIST AND DISCRIMINATORY VENDOR LIST

The CONTRACTOR hereby certifies, through the duly-appointed undersigned representative, that neither it, nor any CONTRACTOR person or affiliate, has been convicted of a public entity crime as Secton 287.133, Florida Statutes, defines, nor placed on the convicted vendor list or discriminatory vendor list pursuant to Section 287.134, Florida Statutes, all of which can be

found on the Florida Department of Management Services website. The CONTRACTOR understands and agrees that it must inform the COALITION immediately upon any change of circumstances regarding this status.

## L. CERTIFICATION REGARDING SEPARATION OF VPK EDUCATION PROGRAM AND SR PROGRAM FUNDS

Pursuant to Sections 1002.71(1) and (7), 1002.89 Florida Statutes, and 45 CFR part 98.54, the VPK and SR Programs are independent programs that separate state and federal sources fund. All the CONTRACTOR expenditures made and fiscal records maintained shall reflect funds expenditure separation.

The CONTRACTOR hereby certifies that:

It will expend all SR (Child Care Development Fund, TANF, Social Services Block Grant and General Revenue) funds solely for operating the SR Program and the funds shall be distinctive and clearly identifiable in all fiscal records the CONTRACTOR maintains. The CONTRACTOR shall use all state general revenue funds awarded for operating the Voluntary Prekindergarten Education Program solely operating the Voluntary Prekindergarten Education Program and shall be distinctive and clearly identifiable in all fiscal records the CONTRACTOR maintains.

## M. TRAFFICKING VICTIMS PROTECTION ACT OF 2000, AS AMENDED, (22 U.S.C. 7104(g)

This agreement is subject to requirements found in s. 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104(g)). The following award term is hereby adopted and incorporated herein by reference as if fully set forth herein.

The United States Health and Human Services Administration for Children and Families Child Care and Development Fund Terms and Conditions require the CONTRACTOR to comply with s. 106(g) of the Trafficking Victims Protection Act of 2000. In each agency award (i.e., grant or cooperative agreement) under which a private entity receives funding, s. 106(g) of the Trafficking Victims Protection Act of 2000, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient:

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect.
2. Procures a commercial sex act during the period of time that the award is in effect.
3. Uses forced labor in the performance of the award or sub-awards under the award.

## N. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE – The PRO-CHILDREN ACT OF 2001

The Pro-Children Act of 2001, 42 USC 7181-7184, imposes restrictions on smoking in facilities where an agency provides federally-funded children's services. HHS grants are subject to these requirements only if they meet the act's specified coverage. The act specifically prohibits smoking in any indoor facility (owned, leased or contracted) where kindergarten, elementary or secondary education or library services to children under the age of 18 routinely or regularly occur. In addition, the act prohibits smoking in any indoor facility or portion of a facility (owned, leased or contracted) where federally-funded health care, child care or early childhood development, including Head Start services, to children under the age of 18 routinely or regularly occur. The statutory prohibition also applies if an agent used federal funds to construct, operate or maintain such facilities. The statute does not apply to children's services provided in private

residences, facilities that Medicare or Medicaid solely fund, portions of facilities used for inpatient drug or alcohol treatment, or facilities for redeeming Women, Infants, and Children (WIC) coupons. Failure to comply with the law's provisions may result in the imposition of a civil monetary penalty of up to $1,000 per violation or the imposition of an administrative compliance order on the responsible entity.

## O. CERTIFICATION REGARDING SUBRECIPIENT AND SUBCONTRACTOR MONITORING

The CONTRACTOR certifies that it has established and shall implement fiscal and programmatic monitoring procedures for its subrecipients.

## P. CERTIFICATION REGARDING IMMIGRATION STATUS

The CONTRACTOR certifies that it agrees to comply with the provisions of Section 432 of the Personal Responsibility and Work Opportunity Reconciliation Act (42 USC part 1611); ensuring that only individuals eligible for CCDF services receive them.

## Q. CERTIFICATION REGARDING STANDARDS OF CONDUCT

The CONTRACTOR certifies that it shall comply with the provisions 2 CFR §200.318, *General Procurement Standards*, regarding standards of conduct. It will establish safeguards to prohibit employees and board members from using their positions for any purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

## R. CERTIFICATION PROHIBITING DISTRIBUTION OF FUNDS TO THE ASSOCIATION OF COMMUNITY ORGANIZATION FOR REFORM NOW

To comply with P.L. 111-117, the CONTRACTOR may not distribute federal funds made available under this agreement to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, the CONTRACTOR may not provide federal funds to any covered organization as House of Representatives (H.R.) 3571, the Defund ACORN Act, defines.

## S. THE TRANSPARENCY ACT (as 2 CFR Part 170 defines)

The following award term is hereby adopted and incorporated herein by reference as if fully set forth herein:

HHS now requires this program award to adhere to the Transparency Act's Sub-award and Executive Compensation reporting requirements (as 2 CFR Part 170 defines). Under the Transparency Act, the CONTRACTOR must report all sub-awards (as 2 CFR Part 170 defines) more than $25,000, unless exempted. Please see the newly applicable Award Term for Federal Financial Accountability and Transparency Act at the USDHHS ACF website.

## T. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

The CONTRACTOR agrees to comply with E.O. No. 11246, Equal Employment Opportunity (30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 comp. p. 339), Sept. 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of Oct. 13, 1967, amended, and as the Department of Labor regulations (41 CFR part 60) Office of Federal Compliance Programs, Equal Opportunity, Department of Labor supplements. See 45 CFR 75, Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

U. **CLEAN AIR ACT (42 USC 7401, et seq.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 USC 1251, et seq.), AS AMENDED**

1. If this grant or contract is in an amount in excess of $100,000, the CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401, et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency. See 45 CFR 75, Appendix II, *Contract* Provisions *for Non-Federal Entity Contracts Under Federal Awards.*

2. Provide notice to the COALITION in writing of violations. Submit copies of written violation notices to:

   Division of Grants Management and Oversight
   Office of Management and Acquisition
   U.S. Department of Health and Human Services
   Room 517-D
   200 Independence Avenue
   SW Washington, DC 20201

   United States Environmental Protection Agency
   Region 4
   Sam Nunn Atlanta Federal Center
   61 Forsyth Street, SW
   Atlanta, GA 30303-8960

V. **SCRUTINIZED COMPANIES LISTS PROVISIONS AND CERTIFICATION (Chapter 287.135, Florida Statutes)**

If this Contract is for goods or services of $1 million or more and entered into or renewed on or after July 1, 2011, then COALITION may terminate this Contract at its sole option if the COALITION finds the CONTRACTOR submitted a false certification as Section 287.135(5), Florida Statutes, defines, or is on the Scrutinized Companies with Activity in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are provisions of Section 215.473, Florida Statutes.

If this Contract is in the amount of $1 million or more, in compliance with Section 287.135, Florida Statutes, the CONTRACTOR, by signing this agreement, hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

W. **DAVIS-BACON ACT, AS AMENDED (40 USC 276a, et seq.)**

When federal program legislation requires, all construction contracts of more than $2,000 the recipients and subrecipients award shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal

awarding agency. DOL regulations, rules and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6 and 7.

## X. DUNS NUMBER – DATA UNIVERSAL NUMBERING SYSTEM

The federal government requires organizations to provide a DUNS number as part of their grant applications and proposals. The OMB has adopted the use of DUNS numbers to keep track of how federal grant money is awarded and dispersed. The DUNS number is a nine-digit number the Dun and Bradstreet Company issues. This company provides business information for credit, marketing and purchasing decisions. Some entities will also have what is known as "DUNS + 4," which is used to identify specific units within a larger entity.

Registering for a DUNS number is free of charge with no obligation to purchase any products from the Dun and Bradstreet Company. An authorizing official of the organization should request the number. Generally, it only takes a day to obtain a DUNS number by phone (1-866-705-5711), while applications through the Dun and Bradstreet website can take up to 30 days.

All recipients and subrecipients funded with federal funds must obtain a DUNS number prior to receiving a grant.

## Y. SYSTEM FOR AWARD MANAGEMENT (SAM)

Unless exempt from these requirements under OMB guidance at 2 CFR Part 25 (e.g., individuals), the CONTRACTOR must:

1. Be registered in SAM prior to submitting an application or proposal under this announcement. SAM information can be found at https://www.sam.gov/portal/public/SAM/.
2. Maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or proposal under consideration by a Federal awarding agency, and
3. Provide a valid unique entity identifier in its application (e.g., provide its DUNS number in each application or proposal it submits to the agency). Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.

## Z. CONFLICTS OF INTEREST

1. Pursuant to 2 CFR §200.318, *General procurement standards,* the COALITION must maintain oversight to ensure contractors perform scoped services in accordance with minimum standards or conduct.
   a. If the CONTRACTOR has a parent, affiliate or subsidiary organization that is not a state or local government, the CONTRACTOR must also maintain written standards of conduct covering organization conflicts of interest.
   b. 65.2.1. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the CONTRACTOR is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
   c. 65.2.2. The CONTRACTOR's written standards of conduct must also address the performance of employees engaged in the selection, award and administration of contracts.

2. Related party contracts. Pursuant to the Contract, the CONTRACTOR shall provide the COALITION contract documentation for any contracts with CONTRACTOR employees, governing board members or relatives of either group as Section 112.3143(1)(b), Florida Statutes, defines.

## AA. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Federal and state standards for procurement and contracts administration require all contracts in excess of $100,000 discuss requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*. This provision applies to agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities.

1. The CONTRACTOR will compute wages on a 40 hour week and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous or dangerous conditions or surroundings.
2. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

## BB. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 AND 40 U.S.C. 276C)

Federal and state standards for procurement and contracts administration require all contracts in excess of $2,000 discuss requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

1. This provision applies to agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities.
2. The CONTRACTOR and its subrecipient or subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONTRACTOR shall report all suspected or reported violations to the Department of Labor.

## CC. PROCUREMENT OF RECOVERED MATERIALS

1. Pursuant to 2 CFR §§200.317, Procurements by states, and §200.322, Procurement of recovered materials, the CONTRACTOR will comply with the following requirements of Section 6002 of the Solid Waste Disposal Act.
   a. Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
   b. Procure solid waste management services in a manner that maximizes energy and resource recovery; and
   c. Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/ . The list of EPA-designated items is available at http://www.epa.gov/cpg/products.htm.
2. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the CONTRACTOR shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The CONTRACTOR shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials

practicable unless the CONTRACTOR determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

3. Paragraph 2 of this clause shall apply to items purchased under this contract where: (1) the CONTRACTOR purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the CONTRACTOR: (i) purchased any amount of the items for use under a contract that was funded with federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

## DD. PROCUREMENT AND OTHER PURCHASES

The CONTRACTOR must comply with federal/state procurement requirements. State procurement instructions are described in Sections 215.971, 287.057, and 287.058, Florida Statutes. The CONTRACTOR must have documented procurement policies and procedures that meet the minimum requirements of federal rules and regulations which are located at 2 CFR §§200.317-200.32

## EE. PROPERTY

1. Property purchased in whole or in part with federal funds shall be used for the purpose of that federal program and accounted for in accordance with applicable federal and state statutes, rules and regulations. The CONTRACTOR shall comply with the provisions of 45 CFR §75.318 Real property, 45 CFR §75.320 Equipment, and 45 CFR §75.321 Supplies. The CONTRACTOR shall include in all subrecipient and subcontractor contracts, and any vendor contracts for services that include purchasing/procuring equipment, language that requires property a subrecipient or subcontractor purchases with funds provided under the agreement to revert to the CONTRACTOR upon contract termination.
2. In accordance with OEL Program Guidance 240.02, title to all property acquired with funds provided to the CONTRACTOR under this Contract shall be vested in the COALITION; however, title and ownership shall be transferred to COALITION upon termination of the CONTRACTOR's participation in early learning programs, unless otherwise authorized in writing by the COALITION. All property required to be returned to the COALITION will be in good working order. See 2 CFR §200.318, General procurement standards, Section 273.02, Florida Statutes, and 69I-73.002, F.A.C.
3. The term "nonexpendable property" shall include all tangible personal property that meet the criteria set forth in Rule 69I-73.002, F.A.C. In accordance with 45 CFR 75.439 and in compliance with OEL Program Guidance 240.05, Guidance on Prior Approval Procedures for Selected Costs and Administrative Requirements, property shall not be purchased with program funds without prior approval from COALITION.
4. Contingencies such as liens or other liabilities shall not be placed upon assets purchased with program funds, nor shall non-expendable property purchased with program funds be used as collateral.
5. In accordance with OEL Program Guidance 240.02 – Tangible Personal Property, the funding sources for the purchase of all such property shall be identified and all such property purchased in the performance of the Early Learning programs shall be listed on the property records of the CONTRACTOR. The CONTRACTOR shall inventory annually and maintain accounting records for all equipment purchased in accordance with OEL Program Guidance 240.02, relevant Florida Statutes, state rules, federal regulations and federal cost principles.
6. Based on Section 273.055, Florida Statutes, and Rules 69I-72.002, and 69I-73.005 F.A.C., when original or replacement equipment acquired by a subrecipient contractor is no longer

needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as described below in 6.

7. The Office's policy concerning proceeds received from the sale of property with a current per unit fair market value up to $5,000 is the net amount received from such sales will remain at the CONTRACTOR level to be used in the same ongoing program. Funds from such sales will be treated as other program income in the same ongoing program(s). This type of income must be amended into a current year's program budget in which the sale occurred. It should then be reported in accordance with OEL Program Guidance 240.01. This identification of income is necessary to meet reporting requirements of the United States Department of Health and Human Services. Complete documentation for this type of income and expenditures must be maintained for monitoring and auditing purposes. If the CONTRACTOR is no longer receiving funds for the particular project or program, the income from such equipment sales will be returned to the COALITION to be forwarded to OEL which will in turn forward said income to the United States Department Health and Human Services.1 Equipment that was initially purchased with federal funds with a current per-unit fair market value in excess of $5,000, must be processed in accordance with 2 CFR §200.313(e)(2), Equipment, with the assistance and prior written approval of the COALITION.

*Upon termination of a project, and at the discretion of the COALITION, all equipment/property purchased with project funds will be transferred to the location(s) specified by the COALITION and all necessary actions to transfer the ownership records of the equipment/property to the COALITION or its designee, will be taken.*

## FF. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

The CONTRACTOR agrees that, to the greatest extent practicable, all equipment and products purchased with funds made available by this agreement will be American-made.

P. L. 103-333, the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995, § 507 – "It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made."

By signing below, the CONTRACTOR, through the duly appointed undersigned representative, certifies and assures that it will fully adhere and comply with the applicable assurances outlined in parts A through FF, above for participation in state and federal programs as applicable to this Contract.

By:
Authorized Service Provider Representative Date

☐ By Electronic Signature

EARLY LEARNING COALITION OF BROWARD COUNTY, INC.
ATTACHMENT IV
TO STANDARD CONTRACT WITH
Broward Regional Health Planning Council, Inc.
(Eligibility and Enrollment and Fiscal Administration for School Readiness, Child Care Executive Partnership, Voluntary Prekindergarten, and Financially Assisted Child Care Programs)

## INTERNAL CONTROLS ASSURANCE

The CONTRACTOR certifies and assures, by checking the items below, that as of July 1 of each grant award period the CONTRACTOR is compliant with and has processes in place to address all internal control elements described below. This certification is distinct from the self-assessment Internal Control Questionnaire (ICQ) Survey Form, which will be provided by the COALITION by September 30 of each year unless other instructions are provided by the COALITION in writing.

- [x] Compliance and Reporting for Internal Controls
- [x] Procurement and Contracting
- [x] Cost Allocation
- [x] Financial Management Systems
- [x] Property Management
- [x] Equal Opportunity Procedures
- [x] Oversight and Monitoring Resolution Process
- [x] Prior Approval Procedures
- [x] Sarbanes Oxley Act (2002)
- [x] Records Management
- [x] Confidentiality of Data (includes IT related issues)
- [x] Electronic Submission of Confidential Data

By: _____
~~Authorized Service~~ Provider Representative

_____
Date

Michael De Lucca Pres & CEO
Print Name/Title

#

EARLY LEARNING COALITION OF BROWARD COUNTY, INC.
ATTACHMENT V
TO STANDARD CONTRACT WITH
Broward Regional Health Planning Council, Inc.
(Eligibility and Enrollment and Fiscal Administration for School Readiness, Child Care Executive Partnership, Voluntary Prekindergarten, and Financially Assisted Child Care Programs)

## APPLICABLE FEDERAL AND STATE STATUTES, RULES, REGULATIONS, AND GUIDANCES

The CONTRACTOR shall comply with the following Federal and state laws and regulations in the course of performing or delivering services under this Contract

1. Federal

1.1 2 Code of Federal Regulation ("CFR ")§ 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

1.2 2 CFR § 25.110- Central Contractor Registration ("CCR") and Data Universal Number System ("DUNS") Numbers.

1.3 45 CFR Part 75 United States Department of Health and Human Services ("USDHHS") Implementation of the Office of Management and Budget's ("OMB" Uniform Administrative Requirements for HHS Awards (aka @ CFR § 200).

1.4 45 CFR part(s) 260-265 -Temporary Assistance for Needy Families ("TANF") regulations (related to 2.3)

1.5 Child Care Development Block Grant ("CCDBG") Act of 2014 (Pub L 113-186); CCDBG Act of 1990, as amended 42 United States Code ("U.S.C".) 9858, et seq:

1.6 45 CFR part 98- Child Care Development Fund ("CCDF")- Final Rule

1.7 45 CFR part 99 Procedures for Hearings for the CCDF.

1.8 CCDF Discretionary Fund governing requirements - Title VI. Personal Responsibility and Work Opportunity Reconciliation Act ("PRWORA") of 1996 and subsequent amendments, codified at 42 USC 9858-9858, et seq.

1.9 CCDF Mandatory and Matching Funds -Section 418 of Title IV-A of the Social Security Act as amended by PRWORA, codified at 42 USC 618.

1.10 Other applicable requirements from the Code of Federal Regulations ("USDHHS")-
**1.10.1** 45 CFR part 82 - Drug-Free Workplace Act Common Rule.
**1.10.2** 45 CFR part 93 - Byrd Anti -Lobbying Amendment Common Rule.

1.11 American Competitiveness and Corporate Accountability Act of 2002, aka Sarbanes-Oxley Act ("SOX")-
**1.11.1** Sections 802 and 1102, Prohibited from destroying documents while official proceedings are underway.
**1.11.2** Section 1107, Protection for whistleblowers (employees and other individuals).

**2. Florida**

**2.1** Chapter 1002, part V, Florida Statutes ("F.S.") – Voluntary PreKindgarten ("VPK") Education Program.

**2.2** Chapter 1002, part VI, F.S. – School Readiness ("SR") Program.

**2.3** Provisions related to SR of the current USDHSS-approved TANF State Plan including all approved amendments or revisions, as administered by the Department of Children and Families.

**2.4** Provisions related to SR of the current USDHSS-approved CCDF State Plan including all approved amendments or revisions, as administered by OEL.

**2.5** 6M-4, Florida Administrative Code ("F.A.C)."- School Readiness Program Rules.

**2.6** 6M-8, F.A.C. - Voluntary Prekindergarten Education Program Rules.

**2.7** 6M-9, F.A.C. - Early Learning Coalitions Rules.

**2.8** Chapter 112, F.S., Public Officers and Employees -
**2.8.1** Section 112.061, F.S. -Per diem and travel expenses of public officers, employees and authorized persons.
**2.8.2** Section 112.313, F.S. - Standards of conduct for public officers, employees or agencies and local government attorneys.
**2.8.3** Section 112.3135, F.S. - Restriction on employment of relatives.
**2.8.4** Section 112.3143(1)(b), F.S. - Voting conflicts.

**2.9** Procurements:
**2.9.1** Section 215.971, F.S. -Agreements funded with federal or state assistance.
**2.9.2** Section 287.057, F.S. - Procurement of commodities or contractual services.
**2.9.3** Section 287.058, F.S. - Contract document.

**2.10** Chapter 119, F.S. – Public Records
**2.10.1** Section 119.01, F.S. - General state policy on public records.
**2.10.2** Section 119.07, F.S.- Public Records

**2.11** *Other state laws and regulations-*
**2.11.1.** Section 11.062, F.S. - Use of state funds for lobbying prohibited; penalty.
**2.11.2.** Section 17.04, F.S. - To audit and adjust accounts of officers and those indebted to the state
**2.11.3.** Section 20.052, F.S. - Advisory bodies, commissions, boards.
**2.11.4.** Section 39.201, F.S. - Proceedings related to children.
**2.11.5.** Section 39.604, F.S. - Rilya Wilson Act attendance and reporting responsibilities.
**2.11.6.** Section 215.42, F.S. - Purchases from appropriations, proof of delivery.
**2.11.7.** Section 215.422, F.S.- Payment, warrants and invoices; processing time limits; and dispute resolution.
**2.11.8.** Section 215.97, F.S. - Florida Single Audit Act.
**2.11.9.** Section 216.181, F.S. - Approved budgets for operations and fixed capital outlay.
**2.11.10.** Section 216.301, F.S. - Appropriations; undisbursed balances.
**2.11.11.** Section 216.345, F.S. - Professional or other organization membership dues; payment.
**2.11.12.** Section 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited.
**2.11.13.** Section 252.365, F.S. - Emergency coordination officers; disaster- preparedness plans.
**2.11.14.** Chapter 274, F.S. - Tangible Personal Property.
**2.11.15.** Section 286.25, F.S. - Publication or statement of state sponsorship.
**2.11.16.** Section 287.107, F.S. - Purchasing categories, threshold amounts.
**2.11.17.** Section 287.0943, F.S. - Certification of minority business enterprises.

**2.11.18.** Section 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities.
**2.11.19.** Section 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities.
**2.11.20.** Section 287.135, F.S. - Prohibition against contracting with scrutinized companies.
**2.11.21.** Section 402.281, F.S. - Gold Seal Quality Care program.
**2.11.22.** Section(s) 402.301- 402.319, F.S. - Child Care facilities provisions.
**2.11.23.** Section 411.223, F.S. - Handicap or High-Risk Condition Prevention and Early Childhood Assistance.
**2.11.24.** Section 414.39, F.S. - Fraud.
**2.11.25.** Section 414.411, F.S. - Public Assistance Fraud.
**2.11.26.** Section 415.1 034, F.S. - Mandatory reporting of abuse, neglect, or exploitation of vulnerable adults; mandatory reports of death.
**2.11.27.** Chapter 427, F.S. - Special Transportation and Communication Services.
**2.11.28.** Section 435.03, F.S. - Level 1 screening standards.
**2.11.29.** Section 435.04, F.S. - Level 2 screening standards.
**2.11.30.** Section 445.032, F.S. - Workforce Services Transitional child care.
**2.11.31.** Section 943.0542, F.S. -Access to criminal history information provided by the department to qualified entities.
**2.11.32.** Florida Department of Education ("FDOE") Travel Policy Manual.
**2.11.33.** Florida Department of Financial Services ("DFS") Contract and Grant User Guide.
**2.11.34.** Florida Reference Guide to State Expenditures

**Early Learning Coalition of Broward County, Inc.**
Broward Regional Health Planning Council - Budget Allocation
**Contract # BRHPC-EDAP-17-ELC2**
**Eligibility Determination, Application Processing, Slot Management, and Provider Payment - ELC 2**
Fiscal Year 2015-2016
For the Period of July 1, 2015 through June 30, 2016

| Category | OCA | FOEL Base | CCEP (Purchasing Pool) | FOEL - VPK | CSC | Total Contract | Percent of Total Contract |
|---|---|---|---|---|---|---|---|
| Eligibility Determination & Enrollment/ Slot Payment Management | 97BDE* | $ 2,120,569 | $ 44,006 | $ - | $ 358,577 | $ 2,523,152 | 3% |
| Direct Services/Eligibility Determination | 97PPD* | | 214,328 | - | | 214,328 | 0% |
| VPK Administration/Payment Management | VPADM* | | | 894,373 | | 894,373 | 1% |
| Includes SBA and SYS | | - | | | | | |
| Non-Direct Services: (Total) | | 2,120,569 | 258,334 | 894,373 | 358,577 | 3,631,853 | 4% |
| Slots: (Total) | | 32,704,965 | 2,493,766 | 37,500,000 | 6,331,500 | 79,030,231 | 96% |
| Purchasing Pool (Includes Gold Seal) | 97PP0** | | 2,493,766 | | | 2,493,766 | 3% |
| OEL (determined by EFS Reports) | Various** | 32,704,965 | | | | 32,704,965 | 40% |
| CSC (Limited to Attachment 1A3c (1)(c)) | Various with Limits** | | | | 6,331,500 | 6,331,500 | 8% |
| VPK Enrollment | VPPRS | | | 37,500,000 | | 37,500,000 | 45% |
| **Total Allocated** | | $ 34,825,534 | $ 2,752,100 | $ 38,394,373 | $ 6,690,077 | $ 82,662,084 | 100% |

| | |
|---|---|
| Match 6% Working Poor | $ 900,000 |
| Match-Purchasing Pool - County | 1,401,500 |
| Match Purchasing Pool - Business | 1,000,000 |
| | |
| Projected Parent Assessed Fees | 5,000,000 |
| | |
| Number of Slots (@$4,487) | 9,256 |
| Number of VPK Slots (14,000 School Yr / 1,000 Summer) | 15,012 |

| Estimated CFDA to Funding Source** | |
|---|---|
| School Readiness (AWI Share) | |
| 93.558 - Temporary Assistance to Needy Families (TANF) | 17.39% |
| 93.558 - TANF Maintenance of Effort (MOE) | 12.13% |
| 93.575 - Child Care Development Fund (CCDF) | 17.10% |
| 93.713 - CCDF Discretionary | 23.20% |
| 93.596 - CCDF Mandatory | 6.65% |
| 93.596 - CCDF Mandatory/Matching | 22.20% |
| 93.596 - CCDF Maintenance of Effort (MOE) | 4.24% |
| 93.667 - Social Services Block Grant (SSBG) | 0.09% |
| Total U.S. Department of Health and Human Services | 100.00% |
| Voluntary Pre-Kindergarten (VPK) | |
| 73.007 - General Revenue | 100.00% |

* Requires Copy of General Ledger for Actual Expenses
** As per the 2014-2015 AWI Notice Of Award

| | SR | VPK | Total |
|---|---|---|---|
| FY 2015-2016 Contract | $ 44,267,711 | $ 38,394,373 | $ 82,662,084 |

## FORM B-1: INDIVIDUAL PROGRAM BUDGET NARRATIVE FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

Vendor Name: Broward Regional Health Planning Council

Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

Proposed Budget for FY Ending: June 30, 2016

| | | REVENUES | |
|---|---|---|---|
| 4000 | Contracts, Grants and Other Financial Assistance | | |
| | 4001 | Contracts, Grants - State and Federal<br>**Early Learning Coalition of Broward County Inc.** | $ 3,631,853 |
| | 4010 | Contracts, Grants - Local | - |
| | 4020 | Contracts, Grants - Other | - |
| | 4020 | Contracts, Grants - Other | - |
| | 4020 | Contracts, Grants - Other | - |
| | 4050 | Gifts, Donations and Pledges | - |
| | 4060 | In-Kind | - |
| | Total Revenue | | $ 3,631,853 |

## FORM B-1: INDIVIDUAL PROGRAM BUDGET NARRATIVE
## FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

Vendor Name: Broward Regional Health Planning Council

Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

Proposed Budget for FY Ending: June 30, 2016

| | | | | |
|---|---|---|---|---|
| | | **EXPENDITURES** | | |
| 5000 | Employee Provided Salaries and Benefits | | | |
| | 5001 | Regular Salary | | $ 1,817,984 |
| | 5001 | Overtime Salary | (BRHPC policy prohibits overtime) | - |
| 5000 | | Total Salaries | | 1,817,984 |
| | Employee Benefits | | | |
| | 5005 | Payroll Taxes | FICA /MICA-7.65% of Salaries<br>Social Security = 6.20% / Medicare - 1.45% | 139,076 |
| | 5007 | Benefits - Reemployment | First $7,000 x 53 FTE x .0346 | 15,053 |
| | 5010 | Health, Dental, ADD & Life | $513.55 x 12 x 7.15 FTE + $513.55 x 11 x 52 FTE | 337,813 |
| | 5020 | Retirement | 5% - 15% depending on length of employment | 8,750 |
| | 5030 | Life and Disability, Other Benefits | | - |
| | 5040 | Other Benefits | | - |
| | Total Employee Benefits | | | 500,692 |
| 5000 | Total Salaries / Benefits | | | 2,318,676 |

## FORM B-1: INDIVIDUAL PROGRAM BUDGET NARRATIVE FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

Vendor Name: Broward Regional Health Planning Council

Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

Proposed Budget for FY Ending: June 30, 2016

| | | | | |
|---|---|---|---|---|
| 5100 | Staff Development | | | |
| | 5101 | Staff Development | Trainings, conferances, meetings $282/year x 45 FTE $12,690. | 12,690 |
| | 5105 | Tuition Reimbursement | | - |
| 5100 | Total Staff Development | | | 12,690 |
| 6000 | Professional Services | | | |
| | 6002 | Auditing | FTE distribution of cost of A-133 audit & CPA preparation of 990. | 14,952 |
| | 6005 | Information Technology | Lease online Eliibility System including database, website, configuration, customization, training and go-live support $38,400. Website design with single-point of entry application capability to facilitate family enrollment $6,000.(Outsourced) | 44,400 |
| | 6020 | Temporary Employment | Temporary staff from employment agency to cover vacancies. | 3,700 |
| | 6025 | Printing and Reproduction | Copiers, fax, scanners maintenance, supplies and materials for binding & other repoduction services 10 months | 30,651 |
| | 6030 | Repair and Maintenance | | - |

## FORM B-1: INDIVIDUAL PROGRAM BUDGET NARRATIVE FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

Vendor Name: Broward Regional Health Planning Council

Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

Proposed Budget for FY Ending: June 30, 2016

| | | | | |
|---|---|---|---|---|
| | 6035 | Other Professional Services | Subcontracts: 211 First Call for Help 24/7 phoneservice for information/pre-eligibility/referrals & appointments $165,000. Consultants assisting with establishing system protocols, bi-annual monitoring of compliance with State & ELC Policies & Proceedures $35,000. Legal Services $40,000. Development of marketing and communication plan for project messaging and graphic design for print materials, web and radio ads. Includes ad placement and project account executive to manage marketing/outreach with media, establishment of contact database and required data tracking, reporting and translation of printed materials $30,000. Conduct Social Network Marketing Push with highly customized social media marketing services to promote the program and reach parents $12,000. CareerBuilders Employment Ads $5,000. Electrical Contractor for modifications $9,985. | 320,985 |
| 6000 | Total Professional Services | | | 414,688 |
| 6050 | Direct Services - Child Care | | | - |
| 7000 | Occupancy | | | - |
| | 7001 | Rental - Office Space | FTE distribution for 10 months for office rent, utilities & maintenance $77,242. Office rent at 4 child care centers for eligibility specialists $16,500. | 93,243 |
| | 7002 | Utilities | included in rental amount | - |
| | 7003 | Building Maintenance | included in rental amount | - |

## FORM B-1: INDIVIDUAL PROGRAM BUDGET NARRATIVE FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

Vendor Name: Broward Regional Health Planning Council

Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

Proposed Budget for FY Ending: June 30, 2016

| | | | | |
|---|---|---|---|---|
| 7000 | Total Occupancy | | | 93,243 |
| 7050 | Postage, Freight, Delivery | | | |
| | 7051 | Postage, Freight, Delivery | Postage, overnight and next-day deliveries, mail to families, providers, newsletter and packages. | 24,809 |
| 7050 | Total Postage, Freight, Delivery | | | 24,809 |
| 7100 | Rental | | | |
| | 7101 | Rental - Office Equipment | | - |
| 7100 | Total Rental | | | - |
| 7150 | Supplies | | | |
| | 7151 | Office Supplies and Office Expense Iter | Stationary, envelopes, paper, printer toners, other office supplies $67/mo x 10 mos. per FTE. File cabinets, replacement keyboards & monitors (each under $1,000 not capitalized). | 41,641 |
| 7150 | Total Supplies | | | 41,641 |
| 7200 | Communications | | | |
| | 7201 | Communications | Agency cell phones @ $50/mo x 10 mos x 40 FTE $20,000.<br>35 Mitel VOIP phones @ $150 each + Class D license $140 each $290 x 35 = $10,150.<br>6 Dell Networking N2048P Switches @ $3,000 each $18,000.<br>3 Dell W-AP277 Access Point @ $825 each $2,475. | |

## FORM B-1: INDIVIDUAL PROGRAM BUDGET NARRATIVE FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

Vendor Name: Broward Regional Health Planning Council

Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

Proposed Budget for FY Ending: June 30, 2016

| | | | | |
|---|---|---|---|---|
| | | | Network hardware $1,947. ComCast Business Internet $250 x 10 months $2,500.<br>Verizon MiFi Data $50/mo x 10 mos. x 25 FTE $12,500.<br>Ez-App Appointment System lease $20,000. | 87,572 |
| 7200 | Total Communications | | | 87,572 |
| 7250 | Insurance | | | |
| | 7251 | Insurance (D & O) | | 2,254 |
| | 7255 | Insurance (Automobile) | | - |
| | 7260 | Insurance (General Liability) | | 4,680 |
| | 7265 | Insurance (Workers Compensation) | | 14,543 |
| | 7275 | Insurance (Other) | | 2,636 |
| 7250 | Total Insurance | | | 24,113 |
| 7300 | Tangible Personal Property | | | |
| | 7301 | Equipment > $1,000 | PowerEdge R730 server @ $19,500. PowerVault MD 3400 SAN $15,500. 27 Dell Latitude E6440 computer @ $1,350 each $36,450. 2 HP Color LaserJet Enterprise M651dn printers @ $2,210 each $4,220. 2 Samsung UN50J5500 50-Inch Displays @ $1,200 each $2,400. | 78,070 |

## FORM B-1: INDIVIDUAL PROGRAM BUDGET NARRATIVE FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

Vendor Name: Broward Regional Health Planning Council

Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

Proposed Budget for FY Ending: June 30, 2016

| | | | | |
|---|---|---|---|---|
| | 7302 | Equipment < $1,000 | $160 each $10,240. 27 Brother Printer/Scanners @ $150 each $4,050. 27 Rolling Laptop/Scanner bags @ $100 each $2,700. 34 work/desk modules and chairs $34,835, 34 desk chairs $3,400, Soundproofing $3,975, Lockers for staff $2,582. Faux conduit covers $3,956. | 89,098 |
| 7300 | Total Tangible Personal Property | | | 167,168 |
| 7400 | Quality | | | |
| | 7401 | Quality and Classroom materials | | - |
| | 7405 | Training materials and space | | - |
| | 7410 | Consumer Education and Outreach Mai | | - |
| | 7415 | Grants to Providers | | - |
| | 7420 | Scholarships and Other Education Opp | | - |
| | 7425 | Wage Incentives | | - |
| 7400 | Total Quality | | | - |
| 7500 | Travel | | | |
| | 7501 | Travel - In-State - Travel | | - |
| | 7505 | Travel - Out of State - Travel | | - |
| | 7510 | Travel - Local | Estimated 425 miles x 10 months x 25 FTE x $ .445 per mile | 47,281 |
| 7500 | Total Travel | | | 47,281 |
| 7600 | Other Expenses | | | |

## FORM B-1: INDIVIDUAL PROGRAM BUDGET NARRATIVE FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

Vendor Name: Broward Regional Health Planning Council

Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

Proposed Budget for FY Ending: June 30, 2016

| | | | | | |
|---|---|---|---|---|---|
| | 7601 | Bank Fees | Account maintenance, and ACH Fraud Control fees | | 2,130 |
| | 7605 | Application Software and Licenses and Support | 54 Adobe Acrobat Pro 2015 @ $166 each $8,968. 54 Microsoft Office @ $88 each $4,752. Business Intelligence $2,972. Microsoft Share Point User CAL @ $42 each $2,288. Microsoft Share Point Server $2,352. 30 Remote Desktop Services user and devices @ $70 each $2,102. Microsoft SQL Server user cal 54 @ $94 each $5,050. 6 Impromptu @ $245 each $1,470. Kaspersky Antivirus $1,300. | | 31,254 |
| | 7610 | Web Service/hosting, support, back-up services and maintenance | Setup local EFS server to provide back-end processing, storage and retrieval . Construct an IT infrastructure application and SharePoint operational functions: User authentication , procedural workflows, document storage/retrieval and printing/scanning services. Update and develop intranet sites and Team sites for operational units to assist with information dissemination, document management, reports, dashboards, blogs and sharing of team resources. | | 13,332 |
| | 7635 | Miscellaneous/other current charges | | | |
| **7600** | **Total Other Expenses** | | | | 46,716 |
| | **9001** | Depreciation | | | - |
| **9100** | **Indirect Cost** | | | | |
| | **9100** | **Indirect Cost** | | | 353,256 |
| | Administrative Oversight - Salary and Fringe | | Director of Finance - M McNerney .10 FTE | 10,085 | |
| | Administrative Oversight - Salary and Fringe | | Director of Planning - M Rosiere .25 FTE | 21,315 | |

## FORM B-1: INDIVIDUAL PROGRAM BUDGET NARRATIVE FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

Vendor Name: Broward Regional Health Planning Council

Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

Proposed Budget for FY Ending: June 30, 2016

| | | | | |
|---|---|---|---|---|
| | Administrative Oversight - Salary and Fringe | IT System Administrator - J. Hill .10 FTE | 8,576 | |
| | Administrative Oversight - Salary and Fringe | Program Manager - TBD .50 FTE | 56,601 | |
| | Administrative Oversight - Salary and Fringe | Admin Services Manager - Y. Falcone .21 FTE | 21,315 | |
| | Administrative Oversight - Salary and Fringe | Accounting Manager - S. Thompson .20 FTE | 7,405 | |
| | Administrative Oversight - Salary and Fringe | AP Manager - L Edmunds .24 FTE | 15,532 | |
| | Administrative Oversight - Salary and Fringe | Legal Counsel - J Werner .29 FTE | 4,350 | |
| | Administrative Oversight - Salary and Fringe | Data Tech - D Tamfee .24 FTE | 11,053 | |
| | Agency Insurance | Admin allocation based on % of total FTE | 12,525 | |
| | Agency Maintenance | Admin allocation based on % of total FTE | 8,871 | |
| | Agency Utilities | Admin allocation based on % of total FTE | 4,456 | |
| | Agency Software Licenses | Admin allocation based on % of total FTE | 5,952 | |
| | QA, CPA, HR, MIS Consultants | Admin allocation based on % of total FTE | 18,052 | |
| | Copiers, computers, etc - equipment maintenance | Admin allocation based on % of total FTE | 10,942 | |
| | Printing supplies - toner, paper | Admin allocation based on % of total FTE | 6,079 | |
| | Office Supplies, postage, check stock for Agency | Admin allocation based on % of total FTE | 35,256 | |
| | Banking Services with Secure Pay Fraud control | Admin allocation based on % of total FTE | 3,703 | |
| | 3 FTE Eligibility Specialist (22.5 pay periods) + fringe | ELC Program Staff not charged under prog costs | 107,578 | |
| | | | (16,390) | |
| | | TOTAL | 353,256 | |
| TOTAL EXPENDITURES | | | | 3,631,853 |

ALL FINANCIAL INFORMATION ROUNDED TO NEAREST DOLLAR

## FORM B-2: INDIVIDUAL PROGRAM BUDGET BY FUNDING SOURCES

Vendor Name: Broward Regional Health Planning Council

Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

Proposed Budget for FY Ending: June 30, 2016

| | | | (1) SR | (2) | (3) VPK | (4) In- Kind | 1/0/1900 (5) TOTAL |
|---|---|---|---|---|---|---|---|
| | | REVENUES | | | | | |
| 4000 | Contracts, Grants and Other Financial Assistance | | | | | | |
| | 4001 | Contracts, Grants - State and Federal<br>Early Learning Coalition of Broward County, Inc. | $ 2,741,498 | $ - | $ 890,355 | $ - | $ 3,631,853 |
| | 4010 | Contracts, Grants - Local | | | | | - |
| | 4020 | Contracts, Grants - Other | | | | | - |
| | 4020 | Contracts, Grants - Other | | | | | - |
| | 4020 | Contracts, Grants - Other | | | | | - |
| | 4050 | Gifts, Donations and Pledges | | | | | - |
| | 4060 | In-Kind | | | | | - |
| | Total Revenue | | $ 2,741,498 | $ - | $ 890,355 | $ - | $ 3,631,853 |

## FORM B-2: INDIVIDUAL PROGRAM BUDGET BY FUNDING SOURCES

Vendor Name: Broward Regional Health Planning Council

Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

Proposed Budget for FY Ending: June 30, 2016

1/0/1900

| | | | (1) SR | (2) | (3) VPK | (4) In- Kind | (5) TOTAL |
|---|---|---|---|---|---|---|---|
| | | EXPENDITURES | | | | | |
| 5000 | Employee Provided Salaries and Benefits | | | | | | |
| | 5001 | Regular Salary | $ 1,372,301 | | $ 445,683 | | $ 1,817,984 |
| | 5001 | Overtime Salary | | | | | - |
| 5000 | | Total Salaries | $ 1,372,301 | | $ 445,683 | | 1,817,984 |
| | Employee Benefits | | | | | | |
| | 5005 | Payroll Taxes | 104,981 | | 34,095 | | 139,076 |
| | 5007 | Benefits - Reemployment | 11,363 | | 3,690 | | 15,053 |
| | | | | | | | |
| | 5010 | Health | 254,998 | | 82,815 | | 337,813 |
| | | | | | | | |
| | 5020 | Retirement | 6,605 | | 2,145 | | 8,750 |
| | | | | | | | |
| | 5030 | Life and Disability, Other Benefits | - | | - | | - |
| | | | | | | | |
| | 5040 | Other Benefits | | | | | - |
| | Total Employee Benefits | | $ 377,947 | | $ 122,745 | | 500,692 |
| 5000 | Total Salaries / Benefits | | 1,750,248 | - | 568,428 | $ - | 2,318,676 |
| 5100 | Staff Development | | | | | | |
| | 5101 | Staff Development | 9,579 | | 3,111 | | 12,690 |
| | 5105 | Tuition Reimbursement | | | | | - |
| 5100 | Total Staff Development | | $ 9,579 | $ - | $ 3,111 | $ - | 12,690 |

## FORM B-2: INDIVIDUAL PROGRAM BUDGET BY FUNDING SOURCES

Vendor Name: Broward Regional Health Planning Council

Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

Proposed Budget for FY Ending: June 30, 2016

| | | | (1) SR | (2) | (3) VPK | (4) In- Kind | 1/0/1900 (5) TOTAL |
|---|---|---|---|---|---|---|---|
| 6000 | Professional Services | | | | | | |
| | 6002 | Auditing | 11,286 | | 3,666 | | 14,952 |
| | 6005 | Information Technology | 33,515 | | 10,885 | | 44,400 |
| | 6020 | Temporary Employment | 2,793 | | 907 | | 3,700 |
| | 6025 | Printing and Reproduction | 23,137 | | 7,514 | | 30,651 |
| | 6030 | Repair and Maintenance | - | | - | | - |
| | 6035 | Other Professional Services | 242,295 | | 78,690 | | 320,985 |
| 6000 | **Total Professional Services** | | $ 313,026 | $ - | $ 101,662 | $ - | 414,688 |
| 6050 | **Direct Services - Child Care** | | | | | | - |
| 7000 | **Occupancy** | | | | | | - |
| | 7001 | Rental - Office Space | 70,384 | | 22,859 | | 93,243 |
| | 7002 | Utilities | | | | | - |
| | 7003 | Building Maintenance | | | | | - |
| 7000 | **Total Occupancy** | | $ 70,384 | $ - | $ 22,859 | $ - | 93,243 |
| 7050 | **Postage, Freight, Delivery** | | | | | | |
| | 7051 | Postage, Freight, Delivery | 18,727 | | 6,082 | | 24,809 |
| 7050 | **Total Postage, Freight, Delivery** | | $ 18,727 | $ - | $ 6,082 | $ - | 24,809 |
| 7100 | **Rental** | | | | | | |
| | 7101 | Rental - Office Equipment | - | | - | | - |
| 7100 | **Total Rental** | | $ - | $ - | $ - | $ - | - |
| 7150 | **Supplies** | | | | | | |
| | 7151 | Office Supplies and Office Items | 31,433 | | 10,208 | | 41,641 |
| 7150 | **Total Supplies** | | $ 31,433 | $ - | $ 10,208 | $ - | 41,641 |

## FORM B-2: INDIVIDUAL PROGRAM BUDGET BY FUNDING SOURCES

Vendor Name: Broward Regional Health Planning Council

Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

Proposed Budget for FY Ending: June 30, 2016

| | | | (1) SR | (2) | (3) VPK | (4) In-Kind | 1/0/1900 (5) TOTAL |
|---|---|---|---|---|---|---|---|
| 7200 | Communications | | | | | | |
| | 7201 | Communications | 66,104 | | 21,468 | | 87,572 |
| **7200** | **Total Communications** | | $ 66,104 | $ - | $ 21,468 | $ - | 87,572 |
| **7250** | **Insurance** | | | | | | |
| | 7251 | Insurance (D & O) | 1,701 | | 553 | | 2,254 |
| | 7255 | Insurance (Automobile) | - | | - | | - |
| | 7260 | Insurance (General Liability) | 3,533 | | 1,147 | | 4,680 |
| | 7265 | Insurance (Workers Compensation) | 10,978 | | 3,565 | | 14,543 |
| | 7275 | Insurance (Other) | 1,990 | | 646 | | 2,636 |
| **7250** | **Total Insurance** | | $ 18,202 | $ - | $ 5,911 | $ - | 24,113 |
| **7300** | **Tangible Personal Property** | | | | | | |
| | 7301 | Equipment > $1,000 | 58,931 | | 19,139 | | 78,070 |
| | 7302 | Equipment < $1,000 | 67,255 | | 21,843 | | 89,098 |
| **7300** | **Total Tangible Personal Property** | | $ 126,186 | $ - | $ 40,982 | $ - | 167,168 |
| **7400** | **Quality** | | | | | | |
| | 7401 | Quality and Classroom materials | | | - | | - |
| | 7405 | Training materials and space | | | | | - |
| | 7410 | Consumer Education and Outreach Materials | | | | | - |
| | 7415 | Grants to Providers | | | | | - |
| | 7420 | Scholarships & Education Opportunities | | | | | - |
| | 7425 | Wage Incentives | | | | | - |
| **7400** | **Total Quality** | | $ - | $ - | $ - | $ - | - |

## FORM B-2: INDIVIDUAL PROGRAM BUDGET BY FUNDING SOURCES

Vendor Name: Broward Regional Health Planning Council

Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

Proposed Budget for FY Ending: June 30, 2016

| | | | (1) SR | (2) | (3) VPK | (4) In-Kind | 1/0/1900 (5) TOTAL |
|---|---|---|---|---|---|---|---|
| 7500 | Travel | | | | | | |
| | 7501 | Travel - In-State - Travel | $ - | | $ - | | - |
| | 7505 | Travel - Out of State - Travel | | | | | - |
| | 7510 | Travel - Local | $ 35,690 | | $ 11,591 | | 47,281 |
| 7500 | **Total Travel** | | $ 35,690 | $ - | $ 11,591 | $ - | 47,281 |
| 7600 | **Other Expenses** | | | | | | |
| | 7601 | Bank Fees | 1,608 | | 522 | | 2,130 |
| | 7605 | Software and Licenses and Support | 23,592 | | 7,662 | | 31,254 |
| | 7610 | IT/Web /hosting, support, back-up and maintenance | 10,065 | | 3,267 | | 13,332 |
| | 7615 | Other employee related expenditures | - | | - | | - |
| | 7620 | Dues and Subscriptions | - | | - | | - |
| | 7625 | Taxes, Licenses and fees | - | | - | | - |
| | 7630 | In-Kind expenditure | - | | - | | - |
| | 7635 | Miscellaneous/other current charges | - | | - | | - |
| 7600 | **Total Other Expenses** | | $ 35,265 | $ - | $ 11,451 | $ - | 46,716 |
| 9000 | **Depreciation** | | | | | | |
| | 9001 | Depreciation | - | | | | - |
| 9100 | **Indirect Cost** | | | | | | |
| | 9100 | **Indirect Cost** | 266,654 | | 86,602 | | 353,256 |
| TOTAL EXPENDITURES | | | $ 2,741,498 | $ - | $ 890,355 | $ - | $ 3,631,853.00 |
| | | | | | | | 3,631,853.00 |

ALL FINANCIAL INFORMATION ROUNDED TO NEAREST DOLLAR

FORM B-3: PERSONNEL BUDGET NARRATIVE

# FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

**Vendor Name:** Broward Regional Health Planning Council

**Program Name:** ELC-2: Eligibility, enrollment, and fiscal administration

**Proposed Budget for FY Ending:** June 30, 2016

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) |
|---|---|---|---|---|---|---|---|---|---|
| PERSONNEL | % OF TIME | Vendor SALARY | DATES FROM | DATES TO | NUMBER OF PAY PERIODS | SALARY / PP | % OF TOTAL SALARY | AMOUNT | TOTAL |
| *Positions/Salaries* | | | | | | | | | |
| Eligibility Manager | 100.0% | 66,000 | | | 24.5 | $ 2,538.46 | 100.0% | $ 62,192.00 | $ 62,192.00 |
| Admin Assistant | 100.0% | 26,500 | | | 22.5 | 1,019.23 | 100.0% | 22,933.00 | 22,933.00 |
| Asst. Eligibility Manager | 100.0% | 39,500 | | | 24.5 | 1,519.23 | 100.0% | 37,221.00 | 37,221.00 |
| Lead Eligibility Specialist | 100.0% | 37,500 | | | 22.5 | 1,442.31 | 100.0% | 32,452.00 | 32,452.00 |
| Lead Eligibility Specialist | 100.0% | 33,500 | | | 20.5 | 1,288.46 | 100.0% | 26,413.00 | 26,413.00 |
| Eligibility Specialist | 100.0% | 32,500 | | | 20.5 | 1,250.00 | 100.0% | 25,625.00 | 25,625.00 |
| Eligibility Specialist | 100.0% | 32,500 | | | 22.5 | 1,250.00 | 100.0% | 28,125.00 | 28,125.00 |
| Eligibility Specialist | 100.0% | 32,500 | | | 22.5 | 1,250.00 | 100.0% | 28,125.00 | 28,125.00 |
| Eligibility Specialist | 100.0% | 32,500 | | | 20.5 | 1,250.00 | 100.0% | 25,625.00 | 25,625.00 |
| Eligibility Specialist | 100.0% | 32,500 | | | 22.5 | 1,250.00 | 100.0% | 28,125.00 | 28,125.00 |
| Eligibility Specialist | 100.0% | 32,500 | | | 20.5 | 1,250.00 | 100.0% | 25,625.00 | 25,625.00 |
| Eligibility Specialist | 100.0% | 32,500 | | | 22.5 | 1,250.00 | 100.0% | 28,125.00 | 28,125.00 |
| Eligibility Specialist | 100.0% | 32,500 | | | 20.5 | 1,250.00 | 100.0% | 25,625.00 | 25,625.00 |
| Eligibility Specialist | 100.0% | 32,500 | | | 20.5 | 1,250.00 | 100.0% | 25,625.00 | 25,625.00 |
| Eligibility Specialist | 100.0% | 32,500 | | | 22.5 | 1,250.00 | 100.0% | 28,125.00 | 28,125.00 |
| Eligibility Specialist | 100.0% | 32,500 | | | 20.5 | 1,250.00 | 100.0% | 25,625.00 | 25,625.00 |
| Eligibility Specialist | 100.0% | 32,500 | | | 22.5 | 1,250.00 | 100.0% | 28,125.00 | 28,125.00 |
| Eligibility Specialist | 100.0% | 32,500 | | | 22.5 | 1,250.00 | 100.0% | 28,125.00 | 28,125.00 |
| Eligibility Specialist | 100.0% | 32,500 | | | 22.5 | 1,250.00 | 100.0% | 28,125.00 | 28,125.00 |
| Eligibility Specialist | 100.0% | 32,500 | | | 22.5 | 1,250.00 | 100.0% | 28,125.00 | 28,125.00 |
| Eligibility Specialist | 100.0% | 32,500 | | | 22.5 | 1,250.00 | 100.0% | 28,125.00 | 28,125.00 |



(Figures should match Exhibit B: Form B-1, Form B-2, Form B-3)

FORM B-3: PERSONNEL BUDGET NARRATIVE

## FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

Vendor Name: Broward Regional Health Planning Council

Proposed Budget for FY Ending:

Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

June 30, 2016

| (1) PERSONNEL | (2) % OF TIME | (3) Vendor SALARY | (4) DATES FROM | (5) DATES TO | (6) NUMBER OF PAY PERIODS | (7) SALARY / PP | (8) % OF TOTAL SALARY | (9) AMOUNT | (10) TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| *Positions/Salaries* | | | | | | | | | |
| Eligibility Specialist | 100.0% | 32,500 | | | 22.5 | 1,250.00 | 100.0% | 28,125.00 | 28,125.00 |
| One E APP Specialist | 100.0% | 50,000 | | | 22.5 | 1,923.08 | 100.0% | 43,269.00 | 43,269.00 |
| Eligibility Specialist | 100.0% | 32,500 | | | 20.5 | 1,250.00 | 100.0% | 25,625.00 | 25,625.00 |
| Eligibility Specialist | 100.0% | 32,500 | | | 20.5 | 1,250.00 | 100.0% | 25,625.00 | 25,625.00 |
| Data Clerks | 100.0% | 29,000 | | | 22.5 | 1,115.38 | 100.0% | 25,096.00 | 25,096.00 |
| Data Clerks | 100.0% | 29,000 | | | 22.5 | 1,115.38 | 100.0% | 25,096.00 | 25,096.00 |
| Director of Finance | 25.0% | 76,970 | | | 24.5 | 2,960.38 | 25.0% | 18,132.00 | 18,132.00 |
| Payment Manager | 100.0% | 57,910 | | | 24.5 | 2,227.31 | 100.0% | 54,569.00 | 54,569.00 |
| Asst. Payment Manager | 100.0% | 42,000 | | | 20.5 | 1,615.38 | 100.0% | 33,115.00 | 33,115.00 |
| Payment Specialist | 100.0% | 32,500 | | | 22.5 | 1,250.00 | 100.0% | 28,125.00 | 28,125.00 |
| Payment Specialist | 100.0% | 32,500 | | | 22.5 | 1,250.00 | 100.0% | 28,125.00 | 28,125.00 |
| Payment Specialist | 100.0% | 32,500 | | | 22.5 | 1,250.00 | 100.0% | 28,125.00 | 28,125.00 |
| Payment Specialist | 100.0% | 32,500 | | | 22.5 | 1,250.00 | 100.0% | 28,125.00 | 28,125.00 |
| Payment Specialist | 100.0% | 32,500 | | | 22.5 | 1,250.00 | 100.0% | 28,125.00 | 28,125.00 |
| Payment Specialist | 100.0% | 32,500 | | | 22.5 | 1,250.00 | 100.0% | 28,125.00 | 28,125.00 |
| Payment Specialist | 100.0% | 32,500 | | | 22.5 | 1,250.00 | 100.0% | 28,125.00 | 28,125.00 |
| Payment Specialist | 100.0% | 32,500 | | | 22.5 | 1,250.00 | 100.0% | 28,125.00 | 28,125.00 |
| Payment Specialist | 100.0% | 32,500 | | | 22.5 | 1,250.00 | 100.0% | 28,125.00 | 28,125.00 |
| Payment Specialist | 100.0% | 32,500 | | | 22.5 | 1,250.00 | 100.0% | 28,125.00 | 28,125.00 |
| Payment Specialist | 100.0% | 32,500 | | | 22.5 | 1,250.00 | 100.0% | 28,125.00 | 28,125.00 |



(Figures should match Exhibit B: Form B-1, Form B-2, Form B-3)

FORM B-3: PERSONNEL BUDGET NARRATIVE

## FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

**Vendor Name:** Broward Regional Health Planning Council

**Program Name:** ELC-2: Eligibility, enrollment, and fiscal administration

**Proposed Budget for FY Ending:** June 30, 2016

| (1) | | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) |
|---|---|---|---|---|---|---|---|---|---|---|
| PERSONNEL | | % OF TIME | Vendor SALARY | DATES FROM | DATES TO | NUMBER OF PAY PERIODS | SALARY / PP | % OF TOTAL SALARY | AMOUNT | TOTAL |
| *Positions/Salaries* | | | | | | | | | | |
| Payment Specialist | | 100.0% | 32,500 | | | 22.5 | 1,250.00 | 100.0% | 28,125.00 | 28,125.00 |
| Payment Specialist | | 100.0% | 32,500 | | | 22.5 | 1,250.00 | 100.0% | 28,125.00 | 28,125.00 |
| Data Clerks | | 100.0% | 29,000 | | | 22.5 | 1,115.38 | 100.0% | 25,096.00 | 25,096.00 |
| Data Clerks | | 100.0% | 29,000 | | | 22.5 | 1,115.38 | 100.0% | 25,096.00 | 25,096.00 |
| Match CoOrdinator | | 100.0% | 25,000 | | | 20.5 | 961.54 | 100.0% | 19,712.00 | 19,712.00 |
| QA Manager | | 25.0% | 69,969 | | | 24.5 | 2,691.12 | 25.0% | 16,483.00 | 16,483.00 |
| QA Autitor | | 100.0% | 55,000 | | | 22.5 | 2,115.38 | 100.0% | 47,596.00 | 47,596.00 |
| Lead Fraud Unit Specialist | | 100.0% | 36,000 | | | 20.5 | 1,384.62 | 100.0% | 28,385.00 | 28,385.00 |
| Fraud Unit Specialist | | 100.0% | 35,000 | | | 20.5 | 1,346.15 | 100.0% | 27,596.00 | 27,596.00 |
| Lead QA/Monitoring Specialist | | 100.0% | 36,000 | | | 22.5 | 1,384.62 | 100.0% | 31,154.00 | 31,154.00 |
| QA/Monitoring Specialist | | 100.0% | 35,000 | | | 20.5 | 1,346.15 | 100.0% | 27,596.00 | 27,596.00 |
| QA/Monitoring Specialist | | 100.0% | 35,000 | | | 22.5 | 1,346.15 | 100.0% | 30,288.00 | 30,288.00 |
| QA/Monitoring Specialist | | 100.0% | 35,000 | | | 22.5 | 1,346.15 | 100.0% | 30,288.00 | 30,288.00 |
| ELC Director | | 25.0% | 90,239 | | | 24.5 | 3,470.73 | 25.0% | 21,258.00 | 21,258.00 |
| System Administrator | | 25.0% | 63,066 | | | 24.5 | 2,425.62 | 25.0% | 14,857.00 | 14,857.00 |
| MIS Liaison/Back Up | | 100.0% | 35,500 | | | 24.5 | 1,365.38 | 100.0% | 33,452.00 | 33,452.00 |
| MIS Liaison/Back Up | | 15.0% | 40,500 | | | 24.5 | 1,557.69 | 15.0% | 5,725.00 | 5,725.00 |
| EFS Administrator | | 100.0% | 40,500 | | | 24.5 | 1,557.69 | 100.0% | 38,163.00 | 38,163.00 |
| Data Analyst | | 100.0% | 30,500 | | | 24.5 | 1,173.08 | 100.0% | 28,740.00 | 28,740.00 |
| ELC AR Processor | | 100.0% | 45,000 | | | 24.5 | 1,730.77 | 100.0% | 42,404.00 | 42,404.00 |
| | | | | | | | | | | |

BRHPC-EDAP-17-ELC2

(Figures should match Exhibit B: Form B-1, Form B-2, Form B-3)

FORM B-3: PERSONNEL BUDGET NARRATIVE

## FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

**Vendor Name:** Broward Regional Health Planning Council

**Proposed Budget for FY Ending:** June 30, 2016

**Program Name:** ELC-2: Eligibility, enrollment, and fiscal administration

| (1) | | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) |
|---|---|---|---|---|---|---|---|---|---|---|
| PERSONNEL | | % OF TIME | Vendor SALARY | DATES FROM | DATES TO | NUMBER OF PAY PERIODS | SALARY / PP | % OF TOTAL SALARY | AMOUNT | TOTAL |
| *Positions/Salaries* | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| ELC AP Processor | TBD | 100.0% | 45,000 | | | 20.5 | 1,730.77 | 100.0% | 35,481.00 | 35,481.00 |
| | | | | | | | | | | 1,817,983.00 |
| | | | | | | | | | 75.5% | $ 1,372,300.00 |
| | | | | | | | | | 24.5% | $ 445,683.00 |
| **Total Salaries** | | 59.15 | | | | | | | **$ 1,740,098.00** | **$ 1,817,983.00** |



(Figures should match Exhibit B: Form B-1, Form B-2, Form B-3)

# Instructions for Completing the Budget Modification Forms
# SIX MONTH FINANCIAL REPORT EXHIBIT C

Please indicate the changes you want to make on the Budget Modification Form by completing the appropriate items affected by this modification.

## I. BUDGET MODIFICATION FORM C-1

Begin by reviewing and completing the appropriate columns:

1. Current Budget Column: **No entry required.** Current contract categories and line items budgets have been input
2. Actual Expenses Column: ENTER actual expenditures through 12/31/2014. **UPDATE REQUIRED**
3. Percent (%) Expended: **No entry is required.** If there is no amount in column (1) and (2) the formula will return "N/A". If there is an amount in column (2) without a corresponding budget entry column (1) the formula will return as "ERR".
4. Projected Expenses: Complete the amount of dollars projected to be spent from 1/01/15 through 6/30/15; **UPDATE REQUIRED**
5. Total Actual and Projected Expenses: No entry required.
6. Proposed Change (+ / -): **No entry required.** Provide the budget modification narrative and justification on form A-2, if there is a proposed change amount in this column

*Note: **Current Budget** amount is the total of all amendments including all previous modifications.*

## II. SALARY NARRATIVE FORM C-2

If you are modifying salaries, you must complete FORM C-2. The total changes made on FORM C-1 in the Changes (+ / -) column should agree with the entry made in the salary portion of Changes (+ / -) on the summary. There are two ways you can modi

A. Increase or Decrease **Total Amount** on an existing salary line from your approved budget.
B. Create a new line which did not appear on your approved budget.

**Option A:**

Please copy the position/salary details as they appear on your approved ELC Budget. (Only the affected lines should be included on this form) Indicate in the **Changes (+ / -) Column** the amount you want to increase/decrease your total ELC cost.

The **Amended Budget** amount should be the addition of the **Changes (+ / -)** and Current Budget.

**Option B:**

Please fill in **position/salary details required.**
For a **New Line indicate "Yes" (Y).**
**Leave Current Budget box blank, since this is a new Salary line.**
**For Changes (+ or -)** indicate the amount ELC is being charged.
The **Proposed Budget** amount should be the addition of the **Changes (+ / -).**

## III. BUDGET NARRATIVE FORM C-3

If you are modifying any expenditures other than salaries, or require further detailed explanations related to variances in the Contract Budget (Exhibit B), complete FORM C-3 to describe the variances for appropriate line items and YTD expenditures, including recommendations for under-expended funds. Use additional sheets if necessary.

**General information:**

1. Never use cents when preparing a budget or modification.
2. When adding monies to categories that require documentation or breakdowns, remember to submit all required information with your modification.

If you have any questions concerning the budget modification process, please contact the ELC Finance Department Tamara or Andrea at (954) 377-2188.

# Early Learning Coalition of Broward County, Inc.

## SIX MONTH FINANCIAL REPORT

BUDGET MODIFICATION FORM C-1

FY 2015 - 2016

Contractor: Broward Regional Health Planning Council

Modification #:

Contract #: ELC-2

Month ending: Jun-16

Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

| | Categories and Line Items | (1) Current Budget | (2) ACTUAL Expenses Jul 1 - Dec 31 | (3) Percent (%) Expended | (4) Projected Expenses Jan 1 - Jun 30 | (5) Total Actual and Projected Expenses | (6) Proposed Changes (+ / -) |
|---|---|---|---|---|---|---|---|
| | EXPENDITURES | | | | | | |
| | Employee Related Salaries and Benefits | | | | | | |
| 5001 | Regular Salary | $ - | $ | N/A | $ - | $ - | $ - |
| | Employee Benefits | | | | | | |
| 5005 | Payroll Taxes | - | | N/A | - | - | - |
| 5007 | Benefits - Unemployment | - | | N/A | - | - | - |
| 5010 | Health | - | | N/A | - | - | - |
| 5020 | Retirement | - | | N/A | - | - | - |
| 5030 | Life and Disability, Other Benefits | - | | N/A | - | - | - |
| 5040 | Other Benefits | - | | N/A | - | - | - |
| | Total Salaries / Benefits | - | | #DIV/0! | - | - | - |
| 5100 | Staff Development | | | | | | |
| 5107 | [illegible] | - | | N/A | | - | |
| 5108 | [illegible] | - | | N/A | - | - | - |
| | Total Staff Development | - | | #DIV/0! | | - | - |
| 6000 | Professional Services | | | | | | |
| | [illegible] | | | | | | |
| 6005 | Information Technology | - | | N/A | | - | |
| 6020 | Temporary Employment | - | | N/A | | - | |
| 6025 | Printing and Reproduction | - | | N/A | | - | |
| 6030 | Rent and Maintenance | - | | N/A | - | - | - |
| 6035 | Other Professional Services | - | | N/A | | - | - |
| | Total Professional Services | - | | #DIV/0! | | - | - |
| 7000 | Occupancy | | | | | | |
| 7001 | Rent - Office Space | - | | N/A | | - | |
| 7002 | Utilities | - | | N/A | | - | |
| 7003 | Building Maintenance | - | | N/A | - | - | - |
| | Total Occupancy | - | | #DIV/0! | | - | - |
| 7051 | Telephone Primary Service | - | | N/A | | - | - |
| 7101 | Other Telephone | - | | N/A | | - | - |
| 7151 | Other Telecommunications | - | | N/A | | - | |
| 7201 | Postage/Shipping | - | | N/A | | - | |
| | Total Communications | - | | #DIV/0! | | - | - |
| 7250 | Insurance | | | | | | |
| 7251 | Insurance (D & O) | - | | N/A | | - | |
| 7255 | Insurance (Malpractice) | - | | N/A | - | - | - |
| 7260 | Insurance (General Liability) | - | | N/A | | - | - |
| 7265 | Insurance (Workers Compensation) | - | | N/A | | - | - |
| 7275 | Insurance (Other) | - | | N/A | | - | - |
| | Total Insurance | - | | #DIV/0! | | - | - |
| 7300 | Tangible Personal Property | | | | | | |
| 7301 | Equipment > $1,000 | - | | N/A | | - | - |
| 7302 | Equipment < $1,000 | - | | N/A | | - | - |
| | Total Tangible Property | - | | #DIV/0! | | - | - |
| 7400 | Quality | | | | | | |
| 7401 | Quality Improvement Initiatives | - | | N/A | | - | - |
| 7405 | Technical Assistance Initiatives | - | | N/A | | - | - |
| 7410 | Consultant Education and Training | - | | N/A | | - | - |
| 7415 | Grants to Providers | - | | N/A | | - | - |
| 7420 | Scholarships & Education Grants | - | | N/A | | - | - |
| 7425 | Wage Initiatives | - | | N/A | | - | |
| | Total Quality | - | | #DIV/0! | | - | |
| 7500 | Travel | | | | | - | |
| 7501 | Travel In State - Travel | - | | N/A | | - | |
| 7505 | Travel - Other State Travel | - | | N/A | | - | |
| 7510 | Travel - Foreign | - | | N/A | | - | |
| | Total Travel | - | | #DIV/0! | | - | |
| 7600 | Other Expenses | | | | | | |
| 7601 | Bank Fees | - | | N/A | | - | |
| 7605 | Bank Fees and Loan Fees and Services | - | | N/A | | - | |
| 7610 | TWC Leasing Program Assessment | - | | N/A | | - | |
| 7615 | Other Miscellaneous Operating Expenses | - | | N/A | | - | |
| 7620 | Dues and Subscriptions | - | | N/A | | - | |
| 7625 | Taxes - Corporate Income | - | | N/A | | - | |
| 7630 | In Kind Expenses | - | | N/A | | - | |
| 7635 | Miscellaneous/Other Current Expenses | - | | N/A | | - | |
| | Total Other Expenses | - | | #DIV/0! | | - | |
| 9001 | Depreciation | - | | N/A | | - | |
| | SUB-TOTAL EXPENDITURES | - | - | N/A | - | - | - |
| | Total Indirect | - | | N/A | | - | |
| | | | | | | | |
| | TOTAL PROGRAM EXPENDITURES | - | $ | N/A | | - | |

Contractor: _____ Date _____

Coalition Approval: _____ Date _____

BRHPC-EDAP-17-ELC2

EXHIBIT C
ELC 2

0

SIX MONTH FINANCIAL REPORT
BUDGET MODIFICATION
FORM C-2: PERSONNEL BUDGET NARRATIVE

Vendor Name: Broward Regional Health Planning Council

Program Name: ELC-2: Eligibility, Enrollment, and Fiscal Administration

Budget for Fiscal Year: 2015 - 16

*Note: Use additional sheets if necessary.*

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) | (11) | (12) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| PERSONNEL Positions/Salaries | % OF TIME | Vendor SALARY | DATES FROM | DATES TO | NUMBER OF PAY PERIODS | SALARY PER PAY PERIOD | % OF TOTAL SALARY | NEW LINE Y / N | CURRENT BUDGET | CHANGES + / - | PROPOSED BUDGET |
| | | | | | | 0 | | | - | | $ - |
| | | | | | | 0 | | | - | | $ - |
| | | | | | | 0 | | | - | | - |
| | | | | | | 0 | | | - | | - |
| | | | | | | 0 | | | - | | - |
| | | | | | | 0 | | | - | | - |
| | | | | | | 0 | | | - | | - |
| | | | | | | 0 | | | - | | - |
| | | | | | | 0 | | | - | | - |
| | | | | | | 0 | | | - | | - |
| | | | | | | 0 | | | - | | - |
| | | | | | | 0 | | | - | | - |
| | | | | | | 0 | | | - | | - |
| | | | | | | 0 | | | - | | - |
| | | | | | | 0 | | | - | | - |
| | | | | | | 0 | | | - | | - |
| | | | | | | 0 | | | - | | - |
| | | | | | | 0 | | | - | | - |
| | | | | | | 0 | | | - | | - |
| Sub-Total Salaries | | $ - | | | | 0 | | | $ - | $ - | $ - |

Note: If you are creating a new line that was not on your budget please indicate 'Y' in the new line column and fill out the appropriate columns

BRHPC-EDAP-17-ELC2

Early Learning Coalition of Broward County, Inc.
SIX MONTH FINANCIAL REPORT
BUDGET MODIFICATION NARRATIVE
FORM C-3
FY 2015-2016

Contractor: Broward Regional Health Planning Council
Modification #: 1
Contract #: ELC-2
Month ending: Jun-15
Program Name 'ELC-2: Eligibility, enrollment, and fiscal administration

*Note: Use additional sheets if necessary.*

PLAN OF ACTION : Budget Narrative for Modifications

| CATEGORY (SAMPLE) | LINE ITEM | BUDGET NARRATIVE EXPLANATION | Current Budget Amount | Proposed Amended Amount | Proposed Change +/- |
|---|---|---|---|---|---|
| Travel | Conferences/ Registration/ Travel | APPROVED BUDGET NARRATIVE (SAMPLE)<br>1 day QRS meeting @ FL location (1 staff) =$500; OEL symposium (2 staff) @ $500= $1,000; Goal Summer Conference 2 days in Tallahassee (1 staff) $800<br>PROPOSED MODIFICATION NARRATIVE & JUSTIFICATION (SAMPLE)<br>1 day QRS meeting @ FL location (1 staff) =$500; OEL symposium (2 staff) @ $500= $1,000; Goal Summer Conference 2 days in Tallahassee (1 staff) $800; Additional VPK Conference in Wash DC 5/2008 (1 staff) = $700 | $ 2,300.00 | $ 3,000.00 | $ 700.00 |

| CATEGORY | LINE ITEM | BUDGET NARRATIVE EXPLANATION | Current Budget | Proposed Amended | Proposed |
|---|---|---|---|---|---|
| | | APPROVED BUDGET NARRATIVE<br>PROPOSED MODIFICATION NARRATIVE & JUSTIFICATION | $ - | $ - | $ - |

| CATEGORY | LINE ITEM | BUDGET NARRATIVE EXPLANATION | Current Budget Amount | Proposed Amended Amount | Proposed Change +/- |
|---|---|---|---|---|---|
| | | APPROVED BUDGET NARRATIVE<br>PROPOSED MODIFICATION NARRATIVE & JUSTIFICATION | $ - | $ - | $ - |

| CATEGORY | LINE ITEM | BUDGET NARRATIVE EXPLANATION | Current Budget Amount | Proposed Amended Amount | Proposed Change +/- |
|---|---|---|---|---|---|
| | | APPROVED BUDGET NARRATIVE<br>PROPOSED MODIFICATION NARRATIVE & JUSTIFICATION | $ - | $ - | $ - |

| CATEGORY | LINE ITEM | BUDGET NARRATIVE EXPLANATION | Current Budget Amount | Proposed Amended Amount | Proposed Change +/- |
|---|---|---|---|---|---|
| | | APPROVED BUDGET NARRATIVE<br>PROPOSED MODIFICATION NARRATIVE & JUSTIFICATION | $ - | $ - | $ - |

Contractor _____ Date _____

Coalition Approval _____ Date _____

EXHIBIT D

OFFICE OF
EARLY LEARNING
LEARN EARLY. LEARN FOR LIFE.

Pam Stewart
Commissioner of Education
Shan Goff
Executive Director

# Child Care Resource and Referral Requirements Document

A Publication of the
Office of Early Learning

**Effective**: July 1, 2014

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# I. Overview

Child Care Resource and Referral (CCR&R) serves as the "front door" to all services offered through a coalition or the coalition's contracted service provider. In accordance with Rule 6M-9.300, Florida Administrative Code (FAC); sections(s) 1002.84(3) and 1002.92, Florida Statutes (F.S.); Child Care and Development Fund Plan (CCDF) Florida State Plan; and the Office of Early Learning Grant Agreement; early learning coalitions and/or their contracted service provider must offer parents assistance with locating child care and information that will help parents make an informed decision, as well as additional information and community resources as appropriate.

CCR&R services shall be locally administered, coordinated and overseen by CCR&R entities as established in accordance with ss. 1002.84(3) and 1002.92, F.S. In order to protect the confidentiality rights of parents and to guarantee high quality CCR&R services in accordance with ss. 1002.84(3) and 1002.92, F.S., the coalition shall guarantee that all CCR&R staff complete a CCR&R Specialist Level 1 evaluation within the first four months of training as a CCR&R specialist. The coalition shall also guarantee that CCR&R coordinators and designated trainers achieve coordinator certification by completing the CCR&R coordinator evaluation within four months of employment as a coordinator or designated trainer.

All coalition-designated CCR&R staff shall participate in CCR&R conference calls and webinar training conducted by the Office of Early Learning (OEL). Additionally, CCR&R staff designated by the coalition shall attend OEL-conducted CCR&R regional or statewide training and relevant conferences as coalition funds permit.

A coalition shall follow the minimum standards required to guide the coalition in delivering CCR&R services to a family. The CCR&R Program Requirements document serves as a resource to the coalitions for implementation of the CCR&R program at the local level. The CCR&R Program Requirements address performance expectations, such as customer service criteria, staff training and certification, consumer services and information, and database maintenance. It also addresses the expectation of each CCR&R specialist to explain various types of legally operating early learning and school-age child care providers.

# II. Rule 6M-9.300, (FAC), Child Care Resource and Referral

(1) Child Care Resource and Referral (CCR&R) Services.
(1)(a) - CCR&R services shall be locally administered, coordinated, and overseen by CCR&R agencies as established in accordance with section(s) 1002.84(3) and 1002.92, Florida Statutes (F.S.), Child Care and Development Fund Plan (CCDF Florida State Plan); and the Office of Early Learning Grant Agreement;

(1)(b) - Early learning coalitions and/or their contracted CCR&R agencies shall offer CCR&R services including early learning referrals, consumer education resources, and information regarding community resources to each individual requesting CCR&R services, including but not limited to individuals specifically requesting CCR&R services, individuals applying for school readiness services, and individuals with a child who has a suspected or diagnosed special need or disability. CCR&R services shall be offered without regard to an individual's level of income, or individual circumstances. CCR&R services shall be available for all children, aged zero (0) through twelve (12) including unborn children and children aged thirteen (13) through eighteen (18) who are physically or mentally incapable of self-care or are under court supervision.

(1)(c) - Each CCR&R agency shall provide CCR&R services without cost to the individual requesting services within three (3) business days of the individual's request for services.

(1)(d) - Each CCR&R agency shall attempt to personally contact an individual requesting services in an emergency situation within two (2) business hours of becoming aware of a request for services and, if the CCR&R agency is unable to make personal contact, continue to make contact at least once every two (2) business hours. The CCR&R agency shall provide CCR&R services within 24 business hours of the time the CCR&R agency makes personal contact with the individual requesting services in an emergency situation. Emergency situations include but are not limited to:

1. Closure of a child care or early learning provider with less than forty-eight (48) hours of notice;
2. Declaration of a state of emergency by local, state, or federal officials which affects families and providers within the CCR&R agency's service area; and
3. Family emergencies including the death or hospitalization of a parent or guardian, a change in custody of a child with less than forty-eight (48) hours of notice, or a change in employment or employment status with less than forty-eight (48) hours of notice.

(1)(e) - Notwithstanding paragraphs (1)(c) and (d) of this rule, the CCR&R agency is not required to provide services or attempt to contact an individual requesting services in emergency situations if the CCR&R agency is unable to operate as a result of a state of emergency as declared by local, state, or federal officials.
(1)(f) - Each CCR&R agency shall establish and implement a plan for ensuring that CCR&R services are accessible to all individuals within its service area, including individuals who have limited access to telephone services, internet services, or transportation. The CCR&R agency may utilize technology and may coordinate with other CCR&R agencies and community entities in order to expand the accessibility of services.

(1)(g) - At least one physical location for CCR&R services shall be available in each CCR&R agency's service area. Each CCR&R agency shall designate a minimum of forty (40) hours each week when individuals requesting services may meet with staff in person on an appointment or walk-in basis to receive CCR&R services within the coalition's service area. In addition, each CCR&R agency shall make staff members available to provide CCR&R services a minimum of forty (40) hours per week via telephone. CCR&R agencies shall be permitted to reduce the number of weekly hours of in person and telephone availability by a maximum of eight (8) hours for each local, state, or federal holiday and each business day during which a local, state, or federal emergency, which makes the CCR&R agency unable to operate, is declared.

(1)(h) - Each CCR&R agency shall maintain a web site and at least one other form of advertisement within its service area that describes the services offered and provides the CCR&R agency's contact information and, if

the CCR&R agency is not also an early learning coalition, the contact information of the early learning coalition in which the CCR&R agency operates.

(2) - CCR&R services may be offered via telephone, e-mail, on-line, fax or in person. Child care referrals shall be generated using the statewide information system maintained by the Office of Early Learning. Each referral shall be customized by entering the following information:

a. Type of household;
b. Relationship to child;
c. Reason for care;
d. Child care issues;
e. Days/time care is needed;
f. Child's date of birth;
g. Type of program requested;
h. Child's special need, if applicable;
i. Family's primary language if not English; and
j. Requests for enhanced services.

(3) - Each CCR&R agency shall provide an informational packet to each individual requesting service within six (6) business days of the date upon which the individual requested services. The early learning coalition and/or CCR&R agency is not required to provide an informational packet if the individual requesting services has declined receipt of an informational packet. The individual requesting services may choose to pick up an informational packet in person or to receive an informational packet by mail, email, or fax. At a minimum, an informational packet shall contain:

(a) A cover letter including:

1. A disclaimer statement indicating that the information contained in the informational packet constitutes an unbiased referral for child care services and is not a recommendation regarding the quality of a child care program or the provider's services;
2. Suggestions describing how a family may proceed in the search for an appropriate provider;
3. The web address of the state child care provider licensing database and, if available, the phone number of the local licensing agency;
4. An invitation to contact the CCR&R agency again if further assistance is required; and
5. The contact information of the CCR&R agency, the contact information of the early learning coalition in the event that the early learning coalition is not the CCR&R agency, and the toll-free phone number and website (866-357-3239) and www.floridaearlylearning.com of the Office of Early Learning).

(b) A child care referral printout which lists a minimum of five (5) providers matching the criteria requested by the individual requesting information unless less than five (5) providers within the CCR&R agency's service area meet the criteria requested.

(c) Other information deemed appropriate by the CCR&R agency, as requested by the individual requesting services. Requests for other appropriate information shall be recorded in the statewide information system maintained by the Office of Early Learning.

(4) - Each CCR&R agency shall offer a list of relevant consumer education resources and community resources, including the manner in which each resource may be obtained, to all individuals requesting CCR&R services based upon the information provided by the individual requesting services. The list of relevant consumer resources shall include an offer to provide guidance regarding the content of the list and availability of resources. Each CCR&R agency shall access and maintain current subscriptions to relevant consumer education resources and community resources. Relevant consumer education resources and community resources include but are not limited to:

(a) A resource list or directory of community services for all counties in the early learning coalition service area in which the CCR&R agency operates;
(b) United Way Directory, FLAIRS, 2-1-1;
(c) Information from and contact information for the Department of Children and Families;
(d) Information from and contact information for the Department of Education;
(e) Information regarding Florida KidCare;
(f) Information regarding Abuse Registry;
(g) The Florida Directory of Early Childhood Services (Central Directory);
(h) Resources provided by the Office of Early Learning including "A Family Guide for Selecting Quality Early Learning Programs" and "A Quality Checklist for Evaluating Early Learning Programs"; and
(i) Any other resources as needed and appropriate to the specific needs of the individual family.

(5) - Prior to the CCR&R agency's last business day in May, each CCR&R agency shall provide and annually update the following information in the statewide information system maintained by the Office of Early Learning for each organization offering family day care, public and private child care programs, head start, prekindergarten early intervention programs, special education programs for prekindergarten handicapped children, services for children with developmental disabilities, full-time and part-time programs, before-school and after-school programs, vacation care programs, parent education, the WAGES Program, and related family support services within the early learning coalition's services area. At a minimum, the CCR&R agency shall provide the following information for each organization:

(a) Contact information;
(b) Accreditation status;
(c) Program styles offered;
(d) Schedule;
(e) Ages served;
(f) Enrollment information and vacancies;
(g) Curriculum type;
(h) Private pay rates charged;
(i) Environment;
(j) Special services offered;
(k) Languages other than English spoken fluently by the provider's staff;
(l) Staffing;
(m) Transportation; and
(n) Meal options.

(6) - CCR&R agencies are encouraged to ensure that the information listed in paragraph (5) above is included in the statewide information system maintained by the Office of Early Learning for all other legally operating early learning and school age child care providers, such as recreational facilities and nanny and au pair agencies.

(7) - Early learning coalitions and/or CCR&R agencies are prohibited from charging a provider a fee for identifying the provider through the statewide information system.

*(s. 1002.92, F.S.; Rule 6M-9.300, FA; CCDF State Plan 2.2.3 )*

# III. Child Care and Development Fund Plan (CCDF)

The CCDF Plan describes the CCDF programs to be administered by the state of Florida for the period 10/1/2013 – 9/30/2015. As provided for in the applicable statutes and regulations, the Lead Agency has the flexibility to modify this program at any time, including amending the options selected or described.

In accordance with s. 1002.92, F.S., as part of the School Readiness (SR) Program, OEL shall establish a statewide CCR&R network that is unbiased and provides referrals to families for child care and information on available community resources. The expected result of CCR&R activities is to verify that the coalition makes CCR&R services available and accessible to all Florida families. CCR&R services support families in becoming self-sufficient and making informed decisions about child care. (CCDF State Plan 1.2.3)

The Child Care Resource and Referral (CCR&R) program serves all parents seeking early learning services in Florida free of charge. The CCR&R program is comprised of specialized staff trained to interact directly with the children, families and providers served through the Office of Early Learning programs. Trained staff provides consumer education on quality indicators for early learning to inform families on how to recognize quality early learning programs.

CCR&R specialists also refer families to early learning programs, and provide information and referrals to other resources within their local communities. The Child Care Resource and Referral State Network serves two fundamental purposes to help parents identify and select quality early learning programs that best meet their children's needs and to provide technical assistance that addresses and improves the quality, availability and affordability of child care. This is accomplished by providing information and resources to families, child care professionals, government entities and other individuals on state programs and services available to families, quality early learning options and work/family solutions.

Each CCR&R program maintains a database of all legally operating child care providers in its service area. The CCR&R database contains licensed, license-exempt, faith-based, registered family child care homes, and non-traditional child care providers. This database is the data source for families searching for child care arrangements, and the data also supports local businesses by serving as advertisement for child care services.

Additionally, each family who contacts CCR&R for information is provided a non-biased listing of child care providers that meet that family's individual need, suggestions on how the family can proceed with its search for a child care provider, website information for the state licensing database, and an invitation to call back if further assistance is needed. Parents are also provided with electronic or printed items created by the Office of Early Learning to assist parents in their search for quality care; among them are: a "Quality Checklist" for evaluating early learning programs and a "Family Guide for Selecting Quality Early Learning Programs."

## CCDF Plan – 1.2.3

The CCDF Plan describes the programs to be administered by the state of Florida for the period 10/1/2013 through 9/30/2015. Listed below are the CCR&R/School-Age activities described in the CCDF Plan that will be carried out by each early learning coalition. The anticipated results of these activities are also listed below. The Office of Early Learning has the flexibility to modify this program at any time, including amending the options selected or described.

## School-Age/Child Care Resource and Referral Targeted Funds

| Activity | Purpose | Projected Impact and Anticipated Results |
|---|---|---|
| Regional CCR&R Services<br><br>Provide information, including, but not limited to, consumer education resources, contact information to community supports, unbiased referrals to access early learning programs and customized reports for families seeking programs for children with special needs. Services are provided regardless of a family's income and/or individual circumstances. Regional offices maintain databases of legally operating child care providers and update the information annually. CCR&R services are provided by trained CCR&R Specialists and are available for all children, birth through twelve (12) including unborn children and children aged thirteen (13) through eighteen (18) who are physically or mentally incapable of self-care or are under court supervision. | To help all families make an informed choice about the early learning program for their child(ren) and to offer community resources to help families with other services needed for their family. | Families throughout the state have access to a locally operated location in each service area for CCR&R services that offer services a minimum of 40 hours a week, via phone, appointment, and walk-in bases. This results in increased availability of CCR&R services to all families, including but not limited to, those applying for or on a wait list for School Readiness services, families in need of community resources, families with a child who has a suspected or diagnosed special need or disability, and families that are able to pay full price for an early learning program for their child(ren). |

## Quality Expansion Targeted Funds

| Activity | Purpose | Projected Impact and Anticipated Results |
|---|---|---|
| **Coordinate early childhood and school-age service delivery**<br><br>Local community organizations (child care resource and referral, Red Cross) | The Office of Early Learning coordinates with 30 early learning coalitions and Department of Health and Department of Children and Families to ensure the child care needs of parents are met by<br><br>• Assisting parents through the referral process<br><br>• Ensuring parental choice for all parents/custodians<br><br>• Sharing community resources with families as needed | Child care referrals, community resources and health care services shared across agencies, to enrich the lives of families in Florida. |
| | • Training local entities to deliver quality services to all families<br><br>• Maximizing resources to serve more families/children<br><br>• Collaborating with the Department of Health to provide access to health care for families and children as needed<br><br>• Collaborating with the Department of Children and Families to provide access to food stamps, cash assistance and other resources, as needed | |

# IV. CCR&R Evaluations, Forms, Procedures and Reports

**Level 1 Evaluation** - All CCR&R specialists, including staff with blended responsibilities (CCR&R/SR/VPK/SPE/Inclusion), who provide CCR&R referrals and/or consumer information, must pass the CCR&R specialist Level 1 evaluation, using the most recent OEL approved form, prior to completion of their fourth month of training as a CCR&R specialist. The evaluation must be submitted by the CCR&R coordinator, via e-mail, fax or mail to the Office of Early Learning's CCR&R State Network. All evaluation result letters and certificates will be mailed to the CCR&R coordinator.

- The Level 1 certificate is valid for one year, from the date of the result letter. CCR&R staff achieving Level 1 must retake the evaluation within one year from the date of the result letter.
- Any CCR&R staff with more than a 2-year break in employment and/or work responsibilities in CCR&R must re-take the Level 1 Evaluation.
- An updated ELC CCR&R Staff List must be sent to the Office of Early Learning's CCR&R State Network by August 31 of each fiscal year and within five days of staffing changes.
- CCR&R Specialists who do not achieve Level 1 certification on the evaluation must repeat the following orientation/training and evaluation process within 90 calendar days from the date of the result letter:
    - All orientation/training activities
    - Retake the Level 1 Evaluation

**Level 2 Evaluation** - The Level 2 Evaluation is not required by the Office of Early Learning.

- If a staff passes Level 2, they do not have to repeat Level 1 annually or repeat Level 2 unless they achieve an unsatisfactory score on a Quality Assurance Assessment conducted by the OEL Program Integrity Unit.
- Any CCR&R staff with more than a 2-year break in employment and/or work responsibilities in CCR&R must re-take the Level 1 Evaluation.

**CCR&R Coordinator Evaluation** - All CCR&R coordinators and designated trainers must achieve coordinator certification by completing the CCR&R Coordinator Evaluation, using the most recent OEL approved form, within four months of assuming their position. The CCR&R Coordinator Evaluation consists of completing the Level 1 Evaluation and Coordinator Evaluation. Completed evaluations will be submitted to the Office of Early Learning CCR&R State Network.

**CCR&R Quality Assurance Assessments** - CCR&R coordinator and/or designated supervisor must use the most recent OEL approved CCR&R Quality Assurance Assessment form to observe each CCR&R specialist, (including blended staff) conducting a complete family interview and generating child care referrals at least once per fiscal year. Save locally on file for monitoring review.

**ELC CCR&R Staff List** - Coalition will submit an ELC CCR&R Staff List, using the most recent OEL approved form, to the OEL CCR&R State Network by July 31 of each fiscal year and within 5 days of CCR&R staff changes.

**CCR&R Requests for Other Information** - Coalition will enter all requests for information or services, other than child care referrals, using the most recent instructions provided by the OEL CCR&R Network. When customer (parent, provider, coalition, community agency, etc.) requests information or services other than child care referrals, the correct code must be entered into the OEL CCR&R database interview screen. CCR&R staff must use the codes contained in the current version of the OEL standard codes document. This data entry is required for reporting purposes and crediting the actual work completed by CCR&R staff.

- The purpose for this data entry is to record "Requested Other Info" when the customer is not requesting child care referrals. A child care referral will override the "Requested Other Info" code.
- It is expected that all CCR&R specialists will assist customers with requests for community resources, in addition to offering child care referrals, the first time they call for referrals, as this is part of CCR&R.
- If the customer calls back, requesting additional community resources but does not need child care referrals, the CCR&R specialist must complete a new interview and check the appropriate "Requested Other Info" code.
- Provider updates can only be counted in this field if the provider requests information/technical assistance, in addition to the provider update.

**CCR&R Annual Provider Updates** - Coalition must conduct annual provider updates of all legally operating providers in the CCR&R database by the last business day of May. The provider update process must follow the most recent provider update instructions provided by the Office of Early Learning CCR&R State Network. For details related to the provider update process, refer to the most current OEL provider update process and *Frequently Asked Questions and Answers* document located on SharePoint and distributed to all coalitions.

**CCR&R Community Education and Outreach Plan** - Coalition will prepare an annual CCR&R Community Education and Outreach Plan for families and providers, which contains planned activities in the coalition service area. This plan is due July 20 of each fiscal year. This plan will promote quality early learning, the value of CCR&R employer work/family benefits and provider recruitment/retention.

Possible activities may include, but are not limited to

- Displaying/distributing posters and/or brochures in key locations in the community.
- Setting up a booth/table or speaking at local health/employer fairs or other community events.
- Presenting at provider trainings.
- Speaking at local schools, colleges or parenting classes.

**CCR&R Semiannual Narrative Report** - Coalition will submit a Semiannual Narrative Report on the CCR&R community education and outreach activities that have been conducted during each six-month period. The reports will be due to the OEL CCR&R Network on January 20 and July 20 of each fiscal year and will follow the format provided by the OEL CCR&R Network.

EXHIBIT E
ELC 2

EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

Serving the counties of: Broward County

PAYMENT-RATE SCHEDULE 2015

| | Full-Time Rates | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Licensed or Exempt Providers | | Gold Seal | | Licensed Homes | | Gold Seal | | Registered Homes | | Informal Providers | | Before or After School | |
| Care Level | Daily | Weekly | Daily | Weekly | Daily | Weekly | Daily | Weekly | Daily | Weekly | Daily | Weekly | Daily | Weekly |
| Infant: (INF, Birth to < 1 yr) | $28.80 | $144.00 | $34.56 | $172.80 | $25.54 | $127.70 | $30.65 | $153.24 | N/A | N/A | $12.77 | $63.85 | | |
| Toddler: (TOD, 1 yr to < 2 yrs) | $25.07 | $125.35 | $30.08 | $150.42 | $25.54 | $127.70 | $30.65 | $153.24 | N/A | N/A | $12.77 | $63.85 | | |
| (2YR, 2 yrs to < 3 yrs) | $24.73 | $123.64 | $29.67 | $148.37 | $25.50 | $127.50 | $30.60 | $153.00 | N/A | N/A | $12.75 | $63.75 | | |
| Preschool: (PR3, 3 yrs to < 4 yrs) | $23.17 | $115.85 | $27.80 | $139.02 | $23.22 | $116.10 | $27.86 | $139.32 | N/A | N/A | $11.61 | $58.05 | | |
| (PR4, 4 yrs to < 5 yrs) | $22.88 | $114.39 | $27.45 | $137.27 | $23.22 | $116.10 | $27.86 | $139.32 | N/A | N/A | $11.61 | $58.05 | | |
| (PR5, 5 yrs to SCH entry) | $22.88 | $114.39 | $27.45 | $137.27 | $23.22 | $116.10 | $27.86 | $139.32 | N/A | N/A | $11.61 | $58.05 | | |
| Special Needs (SPCR) | $33.43 | $167.16 | $40.12 | $200.59 | $30.65 | $153.24 | $36.78 | $183.89 | N/A | N/A | $15.32 | $76.62 | $33.43 | $167.16 |
| School-Age (SCH) | $20.00 | $100.00 | $24.00 | $120.00 | $19.80 | $99.00 | $23.76 | $118.80 | N/A | N/A | $9.90 | $49.50 | $20.00 | $100.00 |

| | Part-Time Rates | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Licensed or Exempt Providers | | Gold Seal | | Licensed Homes | | Gold Seal | | Registered Homes | | Informal Providers | | Before or After School | |
| Care Level | Daily | Weekly | Daily | Weekly | Daily | Weekly | Daily | Weekly | Daily | Weekly | Daily | Weekly | Daily | Weekly |
| Infant: (INF, Birth to < 1 yr) | $21.60 | $108.00 | $25.92 | $129.60 | $19.16 | $95.78 | $22.99 | $114.93 | N/A | N/A | $9.58 | $47.89 | | |
| Toddler: (TOD, 1 yr to < 2 yrs) | $18.80 | $94.01 | $22.56 | $112.82 | $19.16 | $95.78 | $22.99 | $114.93 | N/A | N/A | $9.58 | $47.89 | | |
| (2YR, 2 yrs to < 3 yrs) | $18.55 | $92.73 | $22.26 | $111.28 | $19.13 | $95.63 | $22.95 | $114.75 | N/A | N/A | $9.56 | $47.81 | | |
| Preschool: (PR3, 3 yrs to < 4 yrs) | $17.38 | $86.89 | $20.85 | $104.27 | $17.42 | $87.08 | $20.90 | $104.49 | N/A | N/A | $8.71 | $43.54 | | |
| (PR4, 4 yrs to < 5 yrs) | $17.16 | $85.79 | $20.59 | $102.95 | $17.42 | $87.08 | $20.90 | $104.49 | N/A | N/A | $8.71 | $43.54 | | |
| (PR5, 5 yrs to SCH entry) | $17.16 | $85.79 | $20.59 | $102.95 | $17.42 | $87.08 | $20.90 | $104.49 | N/A | N/A | $8.71 | $43.54 | | |
| Special Needs (SPCR) | $25.07 | $125.37 | $30.09 | $150.44 | $22.99 | $114.93 | $27.58 | $137.92 | N/A | N/A | $11.49 | $57.47 | $25.07 | $125.37 |
| School-Age (SCH) | $15.00 | $75.00 | $18.00 | $90.00 | $14.85 | $74.25 | $17.82 | $89.10 | N/A | N/A | $7.43 | $37.13 | $15.00 | $75.00 |

Additional information:

| | | | |
|---|---|---|---|
| Has your coalition adopted a sibling discount rate? | [X] | Yes 25% of the payment rate. | [ ] No |
| What is the projected number of children to be served within the fiscal year(s) this schedule covers? 9,256 | | | |

EFFECTIVE: October 1, 2013

Form
AWI-SR 55

BRHPC-EDAP-17-ELC2

EXHIBIT E
ELC 2

EXHIBIT F
ELC 2

# EARLY LEARNING COALITION OF BROWARD COUNTY, INC.
## PARENT CO-PAYMENT SLIDING FEE SCHEDULE

| DAILY FEE | | | | | ANNUAL GROSS INCOME - NUMBER OF PERSONS IN FAMILY | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *Primary Child | | **Sibling Child(ren) | | | | | | | | | | | | | | | | | |
| FT | PT | FT | PT | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 0.73 | 0.55 | 0.55 | 0.41 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | 50% FPL | 5,885 | 7,965 | 10,045 | 12,125 | 14,205 | 16,285 | 18,365 | 20,445 | 22,525 | 24,605 | 26,685 | 28,765 | 30,845 | 32,925 | 35,005 |
| 1.35 | 1.01 | 1.01 | 0.75 | | 5,886 | 7,966 | 10,046 | 12,126 | 14,206 | 16,286 | 18,366 | 20,446 | 22,526 | 24,606 | 26,686 | 28,766 | 30,846 | 32,926 | 35,006 |
| | | | | 50-75% FPL | 8,828 | 11,948 | 15,068 | 18,188 | 21,308 | 24,428 | 27,548 | 30,668 | 33,788 | 36,908 | 40,028 | 43,148 | 46,268 | 49,388 | 52,508 |
| 2.08 | 1.56 | 1.56 | 1.17 | | 8,829 | 11,949 | 15,069 | 18,189 | 21,309 | 24,429 | 27,549 | 30,669 | 33,789 | 36,909 | 40,029 | 43,149 | 46,269 | 49,389 | 52,509 |
| | | | | 75-100% FPL | 11,769 | 15,929 | 20,089 | 24,249 | 28,409 | 32,569 | 36,729 | 40,889 | 45,049 | 49,209 | 53,369 | 57,529 | 61,689 | 65,849 | 70,009 |
| 4.14 | 3.11 | 3.11 | 2.33 | FPL | 11,770 | 15,930 | 20,090 | 24,250 | 28,410 | 32,570 | 36,730 | 40,890 | 45,050 | 49,210 | 53,370 | 57,530 | 61,690 | 65,850 | 70,010 |
| | | | | | 13,732 | 18,586 | 23,439 | 28,292 | 33,146 | 37,999 | 42,853 | 47,706 | 52,560 | 57,413 | 62,267 | 67,120 | 71,974 | 76,827 | 81,681 |
| 4.91 | 3.68 | 3.68 | 2.76 | | 13,733 | 18,587 | 23,440 | 28,293 | 33,147 | 38,000 | 42,854 | 47,707 | 52,561 | 57,414 | 62,268 | 67,121 | 71,975 | 76,828 | 81,682 |
| | | | | | 15,694 | 21,241 | 26,788 | 32,335 | 37,882 | 43,429 | 48,976 | 54,523 | 60,070 | 65,617 | 71,164 | 76,711 | 82,257 | 87,804 | 93,351 |
| 5.52 | 4.14 | 4.14 | 3.11 | | 15,695 | 21,242 | 26,789 | 32,336 | 37,883 | 43,430 | 48,977 | 54,524 | 60,071 | 65,618 | 71,165 | 76,712 | 82,258 | 87,805 | 93,352 |
| | | | | 150% FPL | 17,655 | 23,895 | 30,135 | 36,375 | 42,615 | 48,855 | 55,095 | 61,335 | 67,575 | 73,815 | 80,055 | 86,295 | 92,535 | 98,775 | 105,015 |
| 8.33 | 6.25 | 6.25 | 4.69 | | 17,656 | 23,896 | 30,136 | 36,376 | 42,616 | 48,856 | 55,096 | 61,336 | 67,576 | 73,816 | 80,056 | 86,296 | 92,536 | 98,776 | 105,016 |
| | | | | | 18,341 | 24,824 | 31,306 | 37,789 | 44,271 | 50,754 | 57,236 | 63,719 | 70,201 | 76,684 | 83,166 | 89,649 | 96,132 | 102,614 | 109,097 |
| 9.53 | 7.15 | 7.15 | 5.36 | | 18,342 | 24,825 | 31,307 | 37,790 | 44,272 | 50,755 | 57,237 | 63,720 | 70,202 | 76,685 | 83,167 | 89,650 | 96,133 | 102,615 | 109,098 |
| | | | | | 19,027 | 25,752 | 32,477 | 39,203 | 45,928 | 52,653 | 59,378 | 66,103 | 72,828 | 79,553 | 86,278 | 93,003 | 99,728 | 106,453 | 113,178 |
| 10.73 | 8.05 | 8.05 | 6.04 | | 19,028 | 25,753 | 32,478 | 39,204 | 45,929 | 52,654 | 59,379 | 66,104 | 72,829 | 79,554 | 86,279 | 93,004 | 99,729 | 106,454 | 113,179 |
| | | | | | 19,714 | 26,681 | 33,649 | 40,616 | 47,584 | 54,551 | 61,519 | 68,487 | 75,454 | 82,422 | 89,389 | 96,357 | 103,325 | 110,292 | 117,260 |
| 11.93 | 8.95 | 8.95 | 6.71 | | 19,715 | 26,682 | 33,650 | 40,617 | 47,585 | 54,552 | 61,520 | 68,488 | 75,455 | 82,423 | 89,390 | 96,358 | 103,326 | 110,293 | 117,261 |
| | | | | | 20,400 | 27,610 | 34,820 | 42,030 | 49,240 | 56,450 | 63,660 | 70,871 | 78,081 | 85,291 | 92,501 | 99,711 | 106,921 | 114,131 | 121,341 |
| 13.13 | 9.85 | 9.85 | 7.39 | | 20,401 | 27,611 | 34,821 | 42,031 | 49,241 | 56,451 | 63,661 | 70,872 | 78,082 | 85,292 | 92,502 | 99,712 | 106,922 | 114,132 | 121,342 |
| | | | | | 21,086 | 28,539 | 35,991 | 43,444 | 50,897 | 58,349 | 65,802 | 73,254 | 80,707 | 88,160 | 95,612 | 103,065 | 110,518 | 117,970 | 125,423 |
| 14.33 | 10.75 | 10.75 | 8.06 | | 21,087 | 28,540 | 35,992 | 43,445 | 50,898 | 58,350 | 65,803 | 73,255 | 80,708 | 88,161 | 95,613 | 103,066 | 110,519 | 117,971 | 125,424 |
| | | | | 185% FPL | 21,775 | 29,471 | 37,167 | 44,863 | 52,559 | 60,255 | 67,951 | 75,647 | 83,343 | 91,039 | 98,735 | 106,431 | 114,127 | 121,823 | 129,519 |
| 15.53 | 11.65 | 11.65 | 8.74 | | 21,776 | 29,472 | 37,168 | 44,864 | 52,560 | 60,256 | 67,952 | 75,648 | 83,344 | 91,040 | 98,736 | 106,432 | 114,128 | 121,824 | 129,520 |
| | | | | | 22,657 | 30,665 | 38,673 | 46,681 | 54,689 | 62,697 | 70,705 | 78,713 | 86,721 | 94,729 | 102,737 | 110,745 | 118,753 | 126,761 | 134,769 |
| 16.73 | 12.55 | 12.55 | 9.41 | | 22,658 | 30,666 | 38,674 | 46,682 | 54,690 | 62,698 | 70,706 | 78,714 | 86,722 | 94,730 | 102,738 | 110,746 | 118,754 | 126,762 | 134,770 |
| | | | | 200% FPL | 23,540 | 31,860 | 40,180 | 48,500 | 56,820 | 65,140 | 73,460 | 81,780 | 90,100 | 98,420 | 106,740 | 115,060 | 123,380 | 131,700 | 140,020 |

*Apply these fees to the youngest child in the family.

** Apply these fees to older siblings.

Part-Time = less than 6 hours daily and/or afterschool, holidays, and teacher workdays
Full-Time = 6 hours or more daily and/or winter, spring, and summer breaks

2015 Florida Poverty Level (FPL)

Effective July 1, 2015

## Financially Assisted Child Care Program Overview
*Funded by Children's Service Council of Broward County*

### General Operating Information

All child care services funded through the Financially Assisted Child Care (FACC) contract between the Children's Service Council of Broward County (CSC) and the Early Learning Coalition of Broward County, Inc. (ELC) shall be provided to children ages birth through 5 (not yet in Kindergarten) who meet specified eligibility requirements set forth in Section 1002.87, Florida Statutes. Additionally, children whose parents are unemployed for more than 60 days will receive child care while their families continue to seek and gain employment.

The successful Proposer shall ensure One-E-App is available for clients and assistance is provided to complete the One-E-App applications. One-E-App is an electronic common eligibility and enrollment platform for Broward County individuals and families to access vital health and human services from multiple Federal, State, and County programs using a single streamlined application form. One-E-App enables instant submission of electronic applications for Medicaid, SNAP and TANF to the Department of Children and Families and screens for a wide range of additional services that can ultimately help improve the overall health status, well-being, and stability of the underinsured and underserved throughout Broward County. Organizations using One-E-App have seen significant benefits such as increases in efficiency and reductions in service duplication. By using a single streamlined application, individuals and families no longer need to travel to different agencies and locations to enroll in these services. Many times One-E-App consumers are made aware of, and often enrolled in, programs they never knew about or knew they were eligible for.

The successful Proposer shall serve a minimum of 1,152 children from families receiving financial assistance from the Financially Assisted Child Care funds. This number is based upon an average cost per child per year of $4,451, used to account for projections of need and eligibility for the range of child care services provided, and the ability to assess and collect parent fees which provide additional revenue. The successful Proposer shall also report monthly to the ELC the actual numbers of unduplicated children served with CSC matching Child Care Executive Partnership ("CCEP") funds. All eligible families shall be assessed using a sliding fee scale for child care. Payments by parents/guardians shall be collected by the successful Proposer in accordance with State policies and procedures.

The successful Proposer shall only utilize legally operating child care providers that meet at least one of the following criteria, unless the Office of Early Learning dollars will be forfeited, in which case other licensed providers may provide child care services:

- Accredited by the National Association of Education for Young Children ("NAEYC"), National Accreditation Commission for Early Care and Education ("NAC"), Accredited Professional Preschool Learning Environment ("APPLE"), or Council on Accreditation ("COA").
- Rated 3, 4, or 5 Stars in the Broward County Child Care Quality Rating Program;
- Participating in the Children's Services Council of Broward Positive Behavior Support ("PBS") Initiative; or
- Participated in the Family Central, Inc. Community for Quality Early Learning and Literacy ("C-QuELL") initiative.

The successful Proposer shall monitor child care attendance, number of filled slots and number of units provided on a monthly basis to ensure an appropriate number of children and families are served. Waiting list information shall be maintained on a monthly basis and reported to the ELC

monthly.

**Eligible Children also include:**

1) Children of low income families (working poor) who are not adjudicated dependent or TANF eligible, and
2) Children who are dependent, children under State protective supervision and children eligible for child care under Temporary Assistance for Needy Families (TANF)
3) Children who participate in a CSC recognized diversion program (as defined in section 1002.81(b) of Florida Statutes) longer than the allowable 6 month period with an authorized referral from the Diversion Program.

The successful Proposer shall report annually the eligibility status of each child served and funds expended per eligibility category.

**Reimbursement:**

Reimbursement shall be authorized for no more than three (3) absences per calendar month per child except in the event of extraordinary circumstances. In those cases, the successful Proposer shall provide written approval for payment based on written documentation provided by the parent justifying the excessive absence for up to an additional seven (7) days.

EXHIBIT H
LISTING OF REPORTS

| Reports | Frequency | Due Date | Reference |
|---|---|---|---|
| Anti-Fraud Plan | Annually | By May 30 | Attachment 1, B.6.a. (2) |
| Continuity of Operations Plan (COOP) / Update | Annually | Within 30 days of contract execution and By June 1thereafter | Attachment 1, B.1.a.(10) and B.6.a.(3) |
| Internal Control Questionnaire | Annually | During Annual Fiscal Monitoring | Attachment IV |
| Annual Report | Annually | By August 15 | Attachment I, B.4.b (4) (f) |
| CCR&R Staffing List | Annually | By Aug. 30 (then monthly within 2 days of staffing changes) | Attachment I, B.4.b (4) (c); Exhibit D |
| Property Inventory Report | Annually & as needed thereafter | By September 1 | Standard Contract, Paragraph I |
| Revenue and Expenditure Report | Annually | By October 1 | Attachment I, B.4.b (3) (b) |
| Financial and Single Audit Report | Annually | Within the earlier of thirty (30) days after receipt of the audit report or by March 31 | Attachment II |
| Cost Allocation Plan or Certification Form | Annually | By April 30 | Attachment 1, B.6.a.(1) |
| CCR&R Level 1 Evaluation | Annually | Within 4 months of starting training in CCR&R (then annually if Level 2 certification is not achieved within one year of Level 1 certification) | Attachment I, B.4.b (4) (c); Exhibit D |
| CCR&R Coordinator Evaluations | As needed | Within 4 months of starting training in CCR&R and following completion of Level 1 certification | Attachment I, B.4.b (4) (c); Exhibit D |
| CCR&R Level 2 Evaluation | One time | Optional; Within 4 months of starting training in CCR&R and following completion of Level 1 certification; must be re-taken only if Accountability Review indicates need for additional training | Attachment I, B.4.b (4) (c); Exhibit D |
| Match Report | Monthly | By the 15th of the month | Attachment 1, B.4.b.(3)g<br>Attachment 1, B.5.a. (4)<br>Attachment 1, B.6.a.(4) |
| Teenage Parent Program (TAPP) Data / Numbers | Monthly | No later than 25 calendar days following last day of reporting month (submit with SR invoice) | Attachment I, B.4.b (3) (h) |
| Return Interest Earned on Funds | Quarterly | By 20th of month following every quarter | Attachment 1, E (4) |

#23

pompano beach
Florida's Warmest Welcome

**CITY OF POMPANO BEACH**
**BUDGET ADJUSTMENT**

ORIGINATING DEPT.: Budget

DATE: 10/16/15

| ACCOUNT DESCRIPTION | FND | DP | DV | SUB | EL | OB | AVAILABLE FUNDS | CURRENT BUDGET | * INCREASE | * DECREASE | REVISED BUDGET |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Brwd Reg HHP Plan Council | 001 | 99 | 10 | 599 | 82 | 45 | -0- | -0- | 31,000 | | 31,000 |
| Working Capital Reserve | 001 | 99 | 10 | 599 | 99 | 20 | 1,271,981 | 1,271,981 | | 31,000 | 1,240,981 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
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| | | | | | | | | | | | |
| | | | | | | | | TOTAL | 31,000 | 31,000 | |

* USE WHOLE DOLLARS ONLY

REASON

To appropriate funding for the Broward Regional Health Planning Council. (Non-Profit)

Department Head Date

Adjustment is within total budget of department - Yes ✓ No ___
Adjustment requires only City Manager approval - Yes ___ No ✓
Adjustment requires City Commission approval - Yes ✓ No ___

Adjustment approved at City Commission Meeting of 10/27/15

| Finance Director Date | Budget Office Date | City Manager Date | AUDITED BY | INPUT BY | CONTROL NO. |
|---|---|---|---|---|---|

PB 1330 (Revised 5/05)

Distribution By Finance: White Copy - Finance Yellow Copy - Department Pink Copy - Budget.

Meeting Date: 10/27/15 Agenda Item 24

REQUESTED COMMISSION ACTION:

| X | Consent | | Ordinance | X | Resolution | | Consideration/ Discussion | | Presentation |
|---|---|---|---|---|---|---|---|---|---|

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING A VARIABLE/FIXED RATE NOTE BETWEEN THE CITY OF POMPANO BEACH AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT REGARDING SECTION 108 GUARANTY LOAN BY AMENDING THE APPENDIX DATES FOR THE COMMITMENT SCHEDULE AND SCHEDULE PRINCIPAL AND INTEREST TO REFLECT THE CORRECT YEARS SAID PAYMENTS ARE DUE; PROVIDING AN EFFECTIVE DATE.

## Summary of Purpose and Why:

On July 14, 2015, the City Commission approved the execution of a Deposit Account Agreement, Security Agreement, Contract for Loan Guarantee Assistance and a Variable/Fixed Rate Note between the City of Pompano Beach and the Secretary of Housing and Urban Development regarding a Section 108 Guarantee Loan in the amount of $4,308,000. The Commitment Schedule and Schedule P&I in the Variable/Fixed Rate Note had incorrect dates (first due date of August 1, 2015) and this resolution is for the correction of those dates to reflect a starting date of August 1, 2016.

(1) Origin of request for this action: Finance Department
(2) Primary staff contact: Suzette Sibble, Finance Director Ext. 4680
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Finance | 10/21/15 | Approval | S. Sibble |
| City Attorney | 10/5/15 | | |
| Budget | 10/21/15 | Approval | Diamantis for Ernesto Reyes |

X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | | Resolution | | Consideration | |
|---|---|---|---|---|---|
| Workshop | | | | | |
| 1st Reading | | 1st Reading | | Results: | Results: |
| 2nd Reading | | | | | |

# City Attorney's Communication #2016-76

October 20, 2015

**TO:** Suzette Sibble, Finance Director

**FROM:** Mark E. Berman, City Attorney

**RE:** Resolution – Section 108 Guarantee Loan

As requested in your memorandum of October 15, 2015, Finance Department Memo 16-14, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING A VARIABLE/FIXED RATE NOTE BETWEEN THE CITY OF POMPANO BEACH AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT REGARDING SECTION 108 GUARANTY LOAN BY AMENDING THE APPENDIX DATES FOR THE COMMITMENT SCHEDULE AND SCHEDULE PRINCIPAL AND INTEREST TO REFLECT THE CORRECT YEARS SAID PAYMENTS ARE DUE; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

MARK E. BERMAN

MEB/ds
l:cor/finance/2016-76
Attachment

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING A VARIABLE/FIXED RATE NOTE BETWEEN THE CITY OF POMPANO BEACH AND THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT REGARDING SECTION 108 GUARANTY LOAN BY AMENDING THE APPENDIX DATES FOR THE COMMITMENT SCHEDULE AND SCHEDULE PRINCIPAL AND INTEREST TO REFLECT THE CORRECT YEARS SAID PAYMENTS ARE DUE; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** on July 14, 2015 the City Commission approved execution of a Deposit Account Agreement, a Security Agreement, a Contract for Loan Guarantee Assistance, and a Variable/Fixed Rate Note between the City of Pompano Beach and the Secretary of Housing And Urban Development regarding Section 108 Guarantee Loan; and

**WHEREAS,** the Appendix for the Note contained language concerning the initial due dates which were incorrect and which should be amended; now, therefore,

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That Appendix A of the Note between the City of Pompano Beach and the Secretary of Housing and Urban Development regarding Section 108 Guaranty Loan is hereby amended by substitution of a modified Commitment Schedule and Schedule P&I, and copies of both which are attached hereto as "Exhibit A" and incorporated by reference as if set forth in full, are hereby approved.

**SECTION 2.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____ day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

MEB/ds
10/20/15
l:reso/2016-29

# U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
# SECTION 108 LOAN GUARANTEE PROGRAM

## VARIABLE/FIXED RATE NOTE

NOTE NUMBER: **B-13-MC-12-0026**

BORROWER: **City of Pompano Beach, Florida**

**Infrastructure Fund**

MAXIMUM COMMITMENT AMOUNT: **$4,308,000**

COMMITMENT AMOUNTS: See Commitment Schedule attached hereto.

DATE OF NOTE: _____

PRINCIPAL DUE DATES AND PRINCIPAL AMOUNT: Before the Conversion Date, the aggregate of Advances made for each applicable Principal Due Date specified in the Commitment Schedule to this Note; on or after the Conversion Date, the Principal Amount (if any) listed for each Principal Due Date in Schedule P & I hereto.

VARIABLE INTEREST RATE: As set forth below.

REGISTERED HOLDER: AFTERWATCH & CO
As Nominee for
Money Market Obligations Trust
on behalf of its Government Obligations Fund

## I. Terms Applicable Before the Conversion Date

### A. Advances

For value received, the undersigned, the City of Pompano Beach, FL (the "Borrower"), which term includes any successors and assigns, a public entity organized and existing under the laws of the State (or Commonwealth as applicable) of Florida, promises to pay to the Registered Holder

(the "Holder," which term includes any successors or assigns), at the time, in the manner, and with interest at the rate or rates hereinafter provided, such amounts as may be advanced under this Note from time to time by the Holder for disbursement to, or on behalf of, the Borrower (individually, an "Advance", and collectively, "Advances"). The Holder shall make Advances upon the written request of the Borrower and the approval of the Secretary of Housing and Urban Development or his designee (the "Secretary"), pursuant to the Contract for Loan Guarantee Assistance (as further defined in Section IV.A. of this Note, the "Contract"), and the Amended and Restated Master Fiscal Agency Agreement (the "Fiscal Agency Agreement") dated as of May 17, 2000, between The Chase Manhattan Bank (now known as Bank of New York Mellon), as Fiscal Agent (the "Fiscal Agent"), and the Secretary. The total amount of Advances made for each Principal Due Date under this Note shall not exceed the applicable Commitment Amount for such Principal Due Date set forth on the Commitment Schedule attached hereto. The aggregate of all Advances under this Note for all Principal Due Dates shall not exceed the Maximum Commitment Amount specified on the attached Commitment Schedule. The Fiscal Agent shall record the date and amount of all payments and Advances on this Note and maintain the books and records of all such Advances and Commitment Amounts for each corresponding Principal Due Date, and all payments. No Advances shall be made on this Note after its Conversion Date.

As used herein, "Conversion Date" means the date (if any) upon which this Note is (i) delivered by the Holder to the Fiscal Agent against payment therefore by the purchasers selected by the Secretary to make such payment; and (ii) assigned to Bank of New York Mellon (or any successor thereto) acting in its capacity as Trustee (the "Trustee") pursuant to a Trust Agreement between the Secretary and the Trustee, dated as of January 1, 1995, as such agreement may be amended or supplemented (the "Trust Agreement"). Upon the occurrence of both (i) and (ii) in the previous sentence, Section III of this Note applies, thereby converting this Note to a fixed rate obligation.

B. Variable Rate of Interest

From and including the date of each Advance to but excluding the earlier of (i) the Conversion Date, and (ii) the date of redemption or prepayment of such Advance pursuant to Section I.D. below (each such date of redemption or prepayment, a "Prepayment Date") interest shall be paid quarterly at a variable interest rate (as set forth below) on the unpaid principal balance of each Advance on the first day of each February, May, August and November (each, an "Interim Payment Date"), commencing on the first Interim Payment Date after the initial Advance is made under this Note. Interest also shall be paid on each applicable Conversion Date, Prepayment Date or Principal Due Date. The amount of interest payable on each Interim Payment Date will represent interest accrued during the three-month period ending immediately prior to such Interim Payment Date, or in the case of the first Interim Payment Date following each Advance that is not made on an Interim Payment Date, the period from and including the date of such Advance to but excluding the first Interim Payment Date following such Advance. The amount of interest payable on this Note's Conversion Date, Prepayment Date, or on any Principal Due Date that precedes such Conversion Date will represent interest accrued during the

period from the last Interim Payment Date to such Conversion Date, Prepayment Date, or Principal Due Date, respectively.

The initial variable interest rate for each Advance will be set on the date of such Advance and will be equal to 20 basis points (0.2%) above the Applicable LIBO Rate (as hereinafter defined) and thereafter will be adjusted monthly on the first day of each month (each, a "Reset Date") to a variable interest rate equal to 20 basis points (0.2%) above the Applicable LIBO Rate (such interest rate, as reset from time to time, the "Standard Note Rate"). If the Conversion Date for this Note has not occurred by the March 1 following the initial Advance under this Note, then the terms of Appendix A shall be used to set the variable interest rate. If the Fiscal Agent does not receive notice of either a Negotiated Special Interest Rate or Holder Determined Special Interest Rate (as defined in Appendix A attached hereto) from the Secretary or Holder, respectively, by the times specified in Appendix A to this Note, then the Standard Note Rate shall apply for the period to which such Negotiated Special Interest Rate or Holder Determined Special Interest Rate would otherwise apply. The Fiscal Agent may conclusively rely on any such notice as to the correctness of any matters set forth therein. Appendix A shall be inapplicable to this Note on or after the Conversion Date.

"LIBO Rate" for any given Business Day means, except in the case of manifest error, the interest rate per annum published on that day in the Eastern Edition of The Wall Street Journal or any successor publication ("WSJ"), published by Dow Jones & Company, Inc., in the section titled "Money Rates" (or any successor section) and opposite the caption "London Interbank Offered Rates (LIBOR) -- three months" (or any successor caption). If such rate does not appear in WSJ on a given Business Day, for each interest period, the LIBO Rate shall be the interest rate, converted to a bond-equivalent yield basis, for deposits in U.S. dollars for three months which appears on Telerate Page 3750 or such other page as may replace Page 3750 on that service or such other service or services as may be nominated by the British Bankers' Association for the purpose of displaying such rate (together, "Telerate Page 3750") as of 11:00 a.m., London time, on the day (the "Determination Date") that is two London Banking Days preceding the relevant Reset Date or Advance. If such rate does not appear on Telerate Page 3750 on such Determination Date, such rate shall be obtained from the Reuters Screen ISDA Page as of 11:00 a.m., London time, on such Determination Date. If, in turn, such rate does not appear on the Reuters Screen ISDA Page on such Determination Date, the offered quotation from each of four reference banks (expressed as a percentage per annum) as of approximately 11:00 a.m., London time, on such Determination Date for deposits in U.S. dollars to prime banks on the London interbank market for a 3-month period, commencing on the Reset Date or date of such Advance, shall be obtained. If at least two such quotations are provided, the LIBO Rate for such Reset Date or date of such Advance will be the arithmetic mean of the quotations, rounded to five decimal places. If fewer than two such quotations are provided as requested, the LIBO Rate for that Determination Date shall be the rate for the most recent day preceding such Determination Date for which the LIBO Rate shall have been displayed on Telerate Page 3750. The LIBO Rate for any interest period shall be converted to a bond-equivalent yield basis by multiplying such rate by the actual number of days in such interest period and dividing that number by 180.

"Applicable LIBO Rate" means: (1) with respect to the initial interest rate for the first Advance hereunder, the LIBO Rate two London Banking Days before the date of such first Advance; (2) with respect to the initial interest rate for any subsequent Advance made before the first Reset Date, the interest rate borne by the first Advance; (3) with respect to the initial interest rate for any subsequent Advance made after the first Reset Date, the LIBO Rate two London Banking Days before the immediately preceding Reset Date; and (4) with respect to the subsequent interest rate at any Reset Date for any Advance, the LIBO Rate two London Banking Days before such Reset Date.

"London Banking Day" means any day in which dealings in deposits in United States dollars are transacted in the London interbank market. Interest payable on or before the Conversion Date shall be calculated on the basis of a 360-day year and the actual number of days lapsed.

C. Principal Amount

Prior to the Conversion Date, the aggregate amount of Advances under this Note for each specified Principal Due Date shall be the Principal Amount paid by the Borrower on such Principal Due Date (as assigned to such Advances by the Secretary's instructions to the Fiscal Agent in accordance with the Contract and the Fiscal Agency Agreement), except to the extent such Principal Amount shall have been reduced by redemption before such Principal Due Date as provided below.

D. Redemption before Conversion Date

At any time on or before the Conversion Date, the Borrower, with the consent of the Secretary, may redeem this Note, in whole or in part, upon fourteen calendar days notice to the Fiscal Agent and the Secretary, at the purchase price of one hundred percent (100%) of the unpaid Principal Amount to be redeemed, plus accrued interest thereon to the date of redemption. Partial redemptions shall be credited against the applicable Principal Amount(s). The related Commitment Amounts and the Maximum Commitment Amount shall be adjusted concurrently with any such redemptions in accordance with the Secretary's instructions to the Fiscal Agent pursuant to the Contract and the Fiscal Agency Agreement.

## II. Conversion

The following events shall occur on the Conversion Date:

A. Schedule P&I

On the Conversion Date all Advances owed by the Borrower under this Note with the same Principal Due Date shall be aggregated into a single Principal Amount which will accrue interest at the fixed rate applicable to such Principal Due Date. Such Principal Amount may be adjusted by the Fiscal Agent in accordance with the following paragraph or paragraph IV.H, as applicable. Whether or not adjusted, each Principal Amount, the fixed rate applicable to each Principal Amount, and the applicable Principal Due Date, shall be listed by the Secretary in Schedule P&I. Schedule P&I will be provided by the Secretary to the Fiscal Agent and attached to this Note by the Fiscal Agent upon the Fiscal Agent's receipt of this Note on the Conversion Date.

B. Conversion Date Advances

If, on or prior to the Conversion Date, the Borrower has not utilized the entire Commitment Amount indicated on the Commitment Schedule attached hereto for a given Principal Due Date, the Borrower may, in accordance with the Fiscal Agency Agreement and the Contract, and with the approval of the Secretary, utilize such Commitment Amount on the Conversion Date to obtain a Conversion Date Advance. A "Conversion Date Advance" shall mean any amount by which the Secretary instructs the Fiscal Agent to increase a Principal Amount on Schedule P&I for a given Principal Due Date, effective as of the Conversion Date of this Note. Conversion Date Advances shall be funded by the sale of this Note to the purchaser selected by the Secretary. The proceeds of a Conversion Date Advance (net of any applicable fees) shall be distributed to or on behalf of the Borrower on the Conversion Date. The total amount of Conversion Date Advances hereunder shall not exceed the sum of any unused Commitment Amounts for all Principal Due Dates.

## III. Terms Applicable Upon Conversion

The following terms shall apply to this Note from the Conversion Date (if any) until this Note is canceled, or matured and paid in full:

Commencing on the Conversion Date, the Borrower promises to pay to the Holder on the applicable Principal Due Date each Principal Amount set forth on the attached Schedule P&I, together with interest on each such Principal Amount at the rate applicable thereto specified on the Schedule P&I. Interest shall be calculated and payments shall be made in the manner set forth below.

Interest on each scheduled Principal Amount of this Note due as of a given date specified on Schedule P&I hereto shall accrue at the related per annum rate specified on Schedule P&I from (and including) the Conversion Date to (but excluding) such Principal Due Date or, if applicable, to the applicable Interest Due Date on which an Optional Redemption (as defined below) occurs. Each interest amount accrued on each unpaid Principal Amount of this Note shall be due semiannually as of February 1 and August 1 of each year (each such February 1 and

August 1, an "Interest Due Date") commencing on the first such date after the Conversion Date, until each Principal Amount listed on Schedule P&I to this Note is paid in full. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Certain Principal Amounts that are indicated as being eligible for Optional Redemption on Schedule P&I may be paid, in whole or in part, at the option of the Borrower as of any Interest Due Date on or after the date specified in such schedule (an "Optional Redemption"). In order to elect an Optional Redemption of such a Principal Amount, the Borrower shall give notice of its intention to prepay a Principal Amount to the Trustee and the Secretary not less than 60 days and not more than 90 days prior to the Interest Due Date as of which the Borrower intends to prepay the Principal Amount. The Trustee shall apply any payments received in respect of Optional Redemptions in accordance with written instructions of the Borrower, as approved by the Secretary. Principal Amounts that are not indicated as being eligible for Optional Redemption on Schedule P&I may not be prepaid.

## IV. General Terms

### A. Additional Definitions

For purposes of this Note, the following terms shall be defined as follows:

"Business Day" shall mean a day on which banking institutions in New York City are not required or authorized to remain closed and on which the Federal Reserve Bank and the New York Stock Exchange are not closed. If any payment (including a payment by the Secretary) is required to be made on a day that is not a Business Day, then payment shall be made on the next Business Day.

"Contract" shall mean the Contract for Loan Guarantee Assistance, and any amendments thereto, among the Secretary and the Borrower, the designated public entity named therein (if applicable), and the State named therein (if applicable), that refers to and incorporates this Note by the number hereof.

"Principal Amount" shall mean: (i) before the Conversion Date for this Note, the aggregate amount of Advances made for each Principal Due Date specified in the Commitment Schedule attached to this Note, less the amount of any redemptions pursuant to Section I.D. hereof, and any principal repayment; and (ii) on or after the Conversion Date, the principal amount (if any) stated for each Principal Due Date in Schedule P&I attached hereto, less the amount of any principal repayment and any Optional Redemptions made pursuant to Section III hereof and the Trust Agreement.

B. Timely Payment to Fiscal Agent or Trustee

Notwithstanding anything contained in Section I, Section II, or Section III, the Borrower, in accordance with the Contract, shall be required to make all payments of interest and principal, including any Optional Redemption payment, directly to the Fiscal Agent or the Trustee (as applicable) on the seventh Business Day prior to the appropriate Interim Payment Date, Interest Due Date, Principal Due Date, Prepayment Date, or date of Optional Redemption, as applicable.

C. Interest on Late Payments

If a payment of principal or interest herein provided for shall not be made by either (i) 2:30 p.m. on an Interest Due Date or Principal Due Date; or (ii) 2:30 p.m. on the second Business Day (as herein defined) next succeeding an Interim Payment Date, then interest shall accrue on the amount of such payment at the then applicable interest rate or rates payable on this Note, from the relevant due date, as the case may be, until the date such payment is made. Nothing in the immediately preceding sentence shall be construed as permitting or implying that the Borrower may, without the written consent of the Holder and the Secretary, modify, extend, alter or affect in any manner whatsoever the right of the Holder timely to receive any and all payments of principal and interest specified in this Note.

D. Applicability of Fiscal Agency Agreement or Trust Agreement

Prior to the Conversion Date, this Note and Advances and payments made hereunder shall be administered pursuant to the terms of the Fiscal Agency Agreement and are subject to such agreement. On or after the Conversion Date, this Note and Advances and payments made hereunder shall be administered pursuant to the Trust Agreement and are subject to such agreement. The terms and provisions of the Fiscal Agency Agreement or the Trust Agreement, insofar as they affect the rights, duties and obligations of the Holder and/or the Borrower, are hereby incorporated herein and form a part of this Note. The Borrower hereby agrees to be bound by all obligations of the Borrower to the Fiscal Agent set forth in the Fiscal Agency Agreement. Capitalized terms not defined in this Note shall have the meanings ascribed to them in the Fiscal Agency Agreement or Trust Agreement, as applicable. The Fiscal Agency Agreement provides for the Fiscal Agent to perform certain duties, including the duties of (i) paying agent and calculation agent for this Note until its Conversion Date, and (ii) registrar for this Note until this Note is canceled or a new registrar appointed, each in accordance with the Fiscal Agency Agreement. The Trust Agreement provides for the Trustee to perform certain duties, including the duties of collection agent for this Note after its Conversion Date until a new Trustee is appointed in accordance with the Trust Agreement. This Note may be surrendered to the Fiscal Agent for registration of transfer or exchange, as provided in the Fiscal Agency Agreement. The Fiscal Agent and Trustee each shall permit reasonable inspection to be made of a copy of the Fiscal Agency Agreement or Trust Agreement kept on file at its respective corporate trust office. Neither the Fiscal Agency Agreement nor the Trust Agreement shall change the Borrower's payment obligations under this Note.

E. Applicability of Contract and Secretary's Guarantee

This Note evidences indebtedness incurred pursuant to and in accordance with the Contract and pursuant to Section 108 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5308) (the "HCD Act"). This Note is subject to the terms and provisions of the Contract, to which Contract reference is hereby made for a statement of said terms and provisions and for a description of the collateral security for this Note. The payment of principal on the applicable Principal Due Dates and interest on the applicable Interim Payment Dates or Interest Due Dates under this Note is unconditionally guaranteed by the Secretary to the Holder through a guarantee (the "Guarantee"). Execution of the Secretary's Guarantee is required before this Note is effective, and such Guarantee shall be issued pursuant to and in accordance with the terms of the Contract and Section 108 of the HCD Act.

F. Default

A default under this Note shall occur upon failure by the Borrower to pay principal or interest on this Note when due hereunder. If a Borrower defaults on the payment of any interest or Principal Amounts when due, or if the Secretary gives notice of a final decision to declare the Borrower in default pursuant to the following paragraph of this Section IV.F, the Secretary may, but is not obligated to, make on any date on or prior to the Conversion Date with fourteen calendar days prior notice to the Fiscal Agent, or on the seventh Business Day preceding any Interest Due Date on or after the first permissible Optional Redemption date with seven Business Days prior notice to the Trustee, an acceleration payment to the Fiscal Agent or the Trustee, as applicable, equal to the Aggregate Principal Amount of the Note, together with accrued and unpaid interest thereon to such acceleration payment date or Interest Due Date, as applicable. In the event that any such acceleration payment is made from sources other than funds pledged by the Borrower as security under the Contract (or other Borrower funds), the amounts paid on behalf of the Borrower shall be deemed to be immediately due and payable to the Secretary. Nothing in this paragraph shall be construed as permitting or implying that the Borrower may, without the written consent of the Holder and the Secretary, modify, extend, alter or affect in any manner whatsoever the right of the Holder timely to receive any and all payments of principal and interest specified in this Note.

In addition, the Secretary may declare the Borrower in default under this Note if the Secretary makes a final decision in accordance with the provisions of 24 C.F.R. § 570.913 (or any successor regulation thereof), including requirements for reasonable notice and opportunity for hearing, that the Borrower has failed to comply substantially with Title I of the HCD Act. Following the giving of such reasonable notice, the Secretary may take the remedial actions specified as available in the relevant provisions of the Contract pending the Secretary's final decision.

G. Holder's Reliance on Guarantee

Following a default by the Borrower under the terms of this Note, the Holder agrees to rely wholly and exclusively for repayment of this Note upon the Guarantee. The enforcement of any instruments or agreements securing or otherwise related to this Note shall be the sole responsibility of the Secretary, and the Holder shall not be responsible for the preparation, contents or administration of such instruments and agreements, or for any actions taken in connection with such instruments and agreement. The Holder, to the extent it is legally able to do so, shall bind or cause to be bound its successors and assigns to all limitations imposed upon the Holder by this Note.

H. Amendment

This Note may only be amended with the prior written consent of the Secretary and the Borrower. No such amendment shall reduce, without the prior written consent of the Holder of this Note, in any manner the amount of, or delay the timing of, payments required to be received on this Note by the Holder, Fiscal Agent or Trustee, including Guarantee Payments; provided that prior to the Conversion Date, the Commitment Amounts on the Commitment Schedule attached hereto, and the Principal Amounts due on the corresponding Principal Due Dates may be rescheduled pursuant to written instructions given to the Fiscal Agent by the Secretary with the written agreement of the Borrower and the Secretary absent the consent of the Holder.

I. Waivers

The Borrower hereby waives any requirement for presentment, protest or other demand or notice with respect to this Note. The Borrower hereby waives notice of default and opportunity for hearing for any failure to make a payment when due.

J. Delivery and Effective Date

This Note is deemed issued, executed, and delivered on behalf of the Borrower by its authorized official as an obligation guaranteed by the Secretary pursuant to Section 108 of the HCD Act, effective as of the date of the Secretary's Guarantee.

## V. Borrower-Specific Provisions

[This space intentionally left blank]

**THE UNDERSIGNED**, as an authorized official of the Borrower, has executed and delivered this Note.

**City of Pompano Beach, Florida**
BORROWER

By: _____
(Signature)

_____
(Name)

_____
(Title)

ASSIGNMENT AND TRANSFER

For value received, the undersigned assigns and transfers this Note to

_____
(Name and Address of Assignee)

_____

_____
(Social Security or Other Identifying Number of Assignee)

and irrevocably appoints _____
attorney-in-fact to transfer it on the books kept for registration of the Note, with full power of substitution.

Dated: _____

_____
Note: The signature to this assignment must correspond with the name as written on the face of the Note without alteration or enlargement or other change.

Signature Guaranteed:

_____
Qualified Financial Institution

By: _____
Authorized Signature

Required City Signature Page Follows

[This page to be completed by the Fiscal Agent for transfer of the Note by the Holder as of the Conversion Date pursuant to the last paragraph of Section I.A. of this Note.]

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____ (SEAL)
ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

_____
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

## APPENDIX A

## Special Pre-Conversion Interest Rates.

(a) The Holder and the Secretary contemplate that the majority of the outstanding Variable/Fixed Rate Notes will be purchased by underwriters selected by the Secretary for sale in public offerings to occur each year. If a public offering including this Note has not occurred by each March 1 following the initial Advance under this Note, the Secretary shall, upon request, advise the Holder as to when a public offering including this Note is expected to occur, and the Holder and the Secretary agree to consult with each other as to what the interest rate on this Note will be after May 1 of that year if a public offering has not occurred by such May 1. The Holder shall notify the Secretary if such consultation has not occurred by April 1 of that year. If no public offering including this Note has occurred on or before such May 1, the applicable interest rate on this Note from such May 1 shall be the rate (if any) negotiated and agreed upon by the Secretary and the Holder. Such rate may be the Standard Note Rate or some other rate agreed upon by the Holder and the Secretary at least two Business Days before such May 1 (such other rate, the "Negotiated Special Interest Rate"). The Secretary shall notify the Fiscal Agent and the Holder in writing of any Negotiated Special Interest Rate within two Business Days of the determination thereof.

(b) If the Secretary and the Holder do not, by the April 15th preceding such May 1, negotiate and agree under Section (a) of this Appendix on an interest rate applicable to this Note, then the Holder may, on or before the April 20th preceding such May 1, give written notice to the Secretary of its intent to change the interest rate on this Note and, if such notice was given during such period, the Holder may, on such May 1, unilaterally determine (subject to the terms of this paragraph) the interest rate that this Note will bear (such rate, the "Holder Determined Interest Rate") from and including such May 1 to but excluding the earliest of: (i) the Conversion Date; (ii) the date that this Note is purchased by a new Holder (as described in Section (c) below) or (iii) a Monthly Special Reset Date (as defined below). Interest from and including such May 1 to but excluding the Public Offering Date shall be paid on the unpaid principal balance of all outstanding Advances under this Note at the rate(s) to be determined by the Holder which, based upon then prevailing market conditions and taking into account all the circumstances, will enable the Holder to sell this Note at one hundred percent (100%) of the aggregate amount of all Advances hereunder prior to the date of such sale. Such interest rate shall be determined as of such May 1 and shall be determined again on the foregoing basis on the first of each month thereafter (the first of each month after such May 1, a "Monthly Special Reset Date"). The Holder shall notify the Fiscal Agent and the Secretary in writing

within two Business Days following such dates of the determination of the Holder Determined Interest Rate and each applicable interest rate determined on a Monthly Special Reset Date.

(c) If the Secretary and the Holder have failed to agree upon an interest rate pursuant to Section (a) of this Appendix A, the Secretary, upon seven calendar days notice to the Holder, may arrange for the purchase of this Note in full by another entity on the following May 1 or any Business Day thereafter. If such a purchase occurs, the Holder shall sell and assign this Note to the purchaser thereof without recourse to the Holder and deliver this Note and its Guarantee to the Fiscal Agent for registration in the name of the purchaser thereof in accordance with the Secretary's written instructions. The purchase price for this Note shall be 100% of the aggregate amount of all Advances owing hereunder plus accrued interest to the date of purchase. Payment to the Holder of the purchase price for this Note shall be made by the purchaser thereof in Federal funds at the offices of the Holder, or at such other place as shall be agreed upon by the Holder and the Secretary, at 10:00 a.m., New York time, on the date of purchase. After such purchase date this Note shall bear a rate of interest negotiated between the Secretary and the new interim Holder (the "New Purchaser Special Interest Rate"). The Secretary shall notify the Fiscal Agent and the new purchaser in writing of any New Purchaser Special Interest Rate within two Business Days following the date of determination thereof.

(d) Notwithstanding Sections (a) through (c) (inclusive) of this Appendix, no Borrower is obligated to pay interest at a variable rate exceeding the maximum rate permitted by generally applicable law of the Borrower's state (such rate, the "Maximum Rate"). If the Borrower receives notice of a variable interest payment that exceeds the Maximum Rate, then the Borrower shall timely pay such amount as does not exceed the Maximum Rate, and concurrently shall notify the Secretary and the Fiscal Agent of the reason for any interest non-payment.

## COMMITMENT SCHEDULE

Note No. B-13-MC-12-0026

| Principal Due Date | | Commitment Amount |
|---|---|---|
| August 1, 2016 | $ | 0 |
| August 1, 2017 | | 157,000 |
| August 1, 2018 | | 163,000 |
| August 1, 2019 | | 170,000 |
| August 1, 2020 | | 176,000 |
| August 1, 2021 | | 183,000 |
| August 1, 2022 | | 190,000 |
| August 1, 2023 | | 198,000 |
| August 1, 2024 | | 205,000 |
| August 1, 2025 | | 213,000 |
| August 1, 2026 | | 222,000 |
| August 1, 2027 | | 230,000 |
| August 1, 2028 | | 240,000 |
| August 1, 2029 | | 250,000 |
| August 1, 2030 | | 259,000 |
| August 1, 2031 | | 269,000 |
| August 1, 2032 | | 280,000 |
| August 1, 2033 | | 291,000 |
| August 1, 2034 | | 302,000 |
| August 1, 2035 | | 310,000 |
| Maximum Commitment Amount = | | **$4,308,000** |

**SCHEDULE P&I***

Note No. B-13-MC-12-0026

| Principal Amount | Principal Due Date | Interest Rate | Optional Redemption Available | |
|---|---|---|---|---|
| | | | YES | NO |
| $ | August 1, 2016 | | | X |
| | August 1, 2017 | | | X |
| | August 1, 2018 | | | X |
| | August 1, 2019 | | | X |
| | August 1, 2020 | | | X |
| | August 1, 2021 | | | X |
| | August 1, 2022 | | | X |
| | August 1, 2023 | | | X |
| | August 1, 2024 | | | X |
| | August 1, 2025 | | | X |
| | August 1, 2026 | | X | |
| | August 1, 2027 | | X | |
| | August 1, 2028 | | X | |
| | August 1, 2029 | | X | |
| | August 1, 2030 | | X | |
| | August 1, 2031 | | X | |
| | August 1, 2032 | | X | |
| | August 1, 2033 | | X | |
| | August 1, 2034 | | X | |
| | August 1, 2035 | | X | |

$_____ = Aggregate Principal Amount

Principal Amounts due on or after August 1, 2026, may be redeemed, subject to the terms contained herein and in the Trust Agreement, on any Interest Due Date on or after August 1, 2025.

*This schedule will not be completed when initially executed and delivered by the Borrower for Guarantee for interim, variable-rate financing. It will be completed when assigned by the Holder at the request of the Borrower for conversion to Fixed Rates on the Conversion Date. The first date shown above on which Optional Redemption is available is expected to be the same when this schedule is completed, if the Borrower participates in the initial Section 108 public offering after receiving an interim financing Advance hereunder. If the Borrower participates in a later public offering, the first date on which Optional Redemption is available is expected to be correspondingly later.

Meeting Date: October 27, 2015 Agenda Item 25

REQUESTED COMMISSION ACTION:

x Consent ____ Ordinance x Resolution ____ Consideration/Discussion ____ Presentation

SHORT TITLE OR MOTION: A Resolution of the City Commission of the City of Pompano Beach, Florida, approving and authorizing the proper City officials to execute a Restrictive Covenant between the City of Pompano Beach and the State of Florida, Department of State, Division of Cultural Affairs relating to the Library Cultural Center project: Phase 2.

## Summary of Purpose and Why:

The Department of State, Division of Cultural Affairs has brought forth a Grant Award Agreement in the amount of $500,000 for the project "Pompano Beach Cultural Center: Phase 2." As a condition to receive the grant funds, the City must record the Restrictive Covenant with the Clerk of the Circuit Court in the County of the Project. The Restrictive Covenant serves to ensure that the facility will be used as a cultural facility for at least ten (10) years following execution of the grant award agreement. The restrictive covenant provides for the repayment schedule should the terms of this agreement and restrictive covenant be violated.

(1) Origin of request for this action: Staff
(2) Primary staff contact:: Ernesto Reyes, Assistant to the City Manager for Budget and Strategic Planning Ext. 4601
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Budget | 10-19-15 | Approve | Damian for Ernesto Reyes |
| Finance | 10-19-15 | Approve | A. Jenkins |
| City Attorney | 10-19-15 | | |

X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | Resolution | Consideration | Workshop |
|---|---|---|---|
| 1st Reading | 1st Reading | Results: | Results: |
| 2nd Reading | | | |

# City Attorney's Communication #2016-48

October 19, 2015

**TO:** Erjeta Diamanti, Budget Analyst

**FROM:** Mark E. Berman, City Attorney

**RE:** Resolution – Library Cultural Center: Phase 2

As requested in your memorandum dated October 14, 2015, I have prepared and attached the following form of resolution:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RESTRICTIVE COVENANT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA, DEPARTMENT OF STATE, DIVISION OF CULTURAL AFFAIRS RELATING TO THE LIBRARY CULTURAL CENTER PROJECT: PHASE 2; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

MARK E. BERMAN

MEB/ds
l:cor/budget/2016-48
Attachment

**RESOLUTION NO. 2016- _____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RESTRICTIVE COVENANT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA, DEPARTMENT OF STATE, DIVISION OF CULTURAL AFFAIRS RELATING TO THE LIBRARY CULTURAL CENTER PROJECT: PHASE 2; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a Restrictive Covenant between the City of Pompano Beach and the State of Florida, Department of State, Division of Cultural Affairs, a copy of which is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Restrictive Covenant between the City of Pompano Beach and the State of Florida, Department of State, Division of Cultural Affairs.

**SECTION 4.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____ day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**
MEB/ds
10/19/15
l:reso/2016-27

## RESTRICTIVE COVENANT

(Grantee owns land and building.)

THIS RESTRICTIVE COVENANT is hereby entered into this _____ day of _____, 20_____, by **City of Pompano Beach**, hereinafter referred to as "the Grantee;" and the State of Florida, Department of State, Division of Cultural Affairs, hereinafter referred to as the "Division".

WHEREAS, the Grantee is the fee simple title holder of the land and the building(s) to be used as a cultural facility located at **100 West Atlantic Boulevard, Pompano Beach, Florida.** A legal description of the subject property is attached as Exhibit A and is made a part of this covenant.

WHEREAS, the Grantee has been approved to receive a Cultural Facilities Grant in the amount of **$500,000**, to be administered by the Division and used only for the acquisition, renovation, and construction of the cultural facility, as required by Section 265.701(1), Florida Statutes. "Facility" is used herein to refer to the building(s) and associated land that will be used as a "cultural facility," as defined herein.

WHEREAS, the Division has authority under Section 265.701(4), Florida Statutes, to require that this restrictive covenant be recorded to ensure that the facility will be used as "cultural facility," as defined herein, for at least ten (10) years following execution of the grant award agreement.

NOW THEREFORE, in partial consideration for the Cultural Facilities Grant and in accordance with Section 265.701(4), Florida Statutes, the Parties agree to the following:

1.) This restrictive covenant shall run with the title to the facility and the associated land, shall encumber them, and shall be binding upon the Grantee and its successors in interest for (10) ten years following execution of the grant award agreement.

2.) The grant award shall only be expended for

**Project Title: Pompano Beach Cultural Center: Phase 2 _____(16.9.300.564)**

3.) For the required duration of this covenant, the Parties agree that the Grantee shall own all improvements made to the facility and the associated land, funded in whole or in part by grant funds.

4.) The Division has the right to inspect the facility at all reasonable times to determine whether the conditions of the grant award agreement and this covenant are being complied with.

5.) The Grantee shall maintain the facility as a "cultural facility," defined as a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines defined in s. 265.283(7), F.S. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.

6.) This restrictive covenant will be violated if the Grantee or its successors in interest if the facility ceases to be used as a cultural facility, as defined above, within ten (10) years following the execution of the grant award agreement as required by Section 265.701(4), Florida Statutes. If the Grantee violates this restrictive covenant, it shall repay the grant funds to Division pursuant to the amortization schedule set forth below:
a. If the violation occurs within five (5) years following the execution of the grant award agreement, 100% of the grant amount;
b. If the violation occurs more than five (5) but less than six (6) years following execution of the grant award agreement, 80% of the grant amount; c. If the violation occurs more than six (6) but less than seven (7) years following the execution of the grant award agreement, 65% of the grant amount;
d. If the violation occurs more than seven (7) but less than eight (8) years following execution of the grant award agreement, 50% of the grant amount;
e. If the violation occurs more than eight (8) but less than nine (9) years following execution of the grant award agreement, 35% of the grant amount; and
f. If the violation occurs more than nine (9) but less than ten (10) years following execution of the grant award agreement, 20% of the grant amount.

7.) Any amount due from the Grantee as a result of a violation of this restrictive covenant shall be due in full within 90 days of the violation, or some other period of time as agreed upon by the parties

8.) If the entire amount due under the provisions of paragraph six (6) is not repaid by the Grantee within the time allotted, the Parties agree that the Division may obtain a stipulated judgment against the Grantee for the amount due plus interest at the current legal rate, and record it in the public records of the county where the land and cultural facility are located. The Parties further

agree that such a judgment shall be a stipulated judgment by virtue of full execution of this restrictive covenant; that it shall not require further approval of the Grantee to obtain; and that no trial or hearing shall be necessary to make such a stipulated judgment legally effective. Such a judgment, when recorded, shall be considered a valid lien upon Grantee's interest in the facility and the associated land, including all improvements funded in whole or part by grant funds.

9.) As a condition to receipt of grant funds, the Grantee shall:

a. Record this covenant in the public records with the Clerk of the Circuit Court of **Broward** County, Florida;

b. Pay fees associated with its recording; and

c. Provide a certified copy of the recorded covenant to the Division.

10.) The Parties agree that the Division shall incur no tax liability as a result of this covenant.

IN WITNESS WHEREOF, the Grantee hereby affirms that he/she has read this restrictive covenant, understands and agrees to its terms, and hereby affixes his/her signature accordingly.

**PARTIES and WITNESSES:**

| | |
|---|---|
| GRANTEE SIGNATURE | GRANTEE NAME (print) |
| First Witness Signature | First Witness Name (print) |
| Second Witness Signature | Second Witness Name (print) |

GRANTEE ADDRESS

City State Zip

The State of Florida
County of _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

_____personally
(Name)

appeared as _____for _____
(Position) (Name of Qualifying Entity)

known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida on _____

Notary Public in and for

The State of _____

My commission expires: _____

[SEAL]

For the Division of Cultural Affairs:

_____
Name Title

R.A. Gray Building
500 S. Bronough St.
Tallahassee, Florida 32303

_____ _____
First Witness Signature First Witness Name (print)

_____ _____
Second Witness Signature Second Witness Name (print)

The State of Florida
County of _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

_____personally
(Name)

appeared as _____for the Florida Department of State,
(Position)

Division of Cultural Affairs known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida on _____

Notary Public in and for

The State of _____

My commission expires: _____

[SEAL]

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____ (SEAL)
ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

_____
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

Meeting Date: 10/27/15 Agenda Item 26

REQUESTED COMMISSION ACTION:

X Consent ___ Ordinance X Resolution ___ Consideration ___ Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND GARLAND/DBS, INC. FOR THE ROOF REPLACEMENT TO THE COMISSION CHAMBERS BUILDING; PROVIDING AN EFFECTIVE DATE ($120,958.)

SUMMARY OF PURPOSE AND WHY:

This project removes the City Commission Chambers existing roofing down to the lightweight concrete and replaces. There are numerous leaks in the existing roof and spot repairs are no longer effective in controlling the leaks. The new roofing system includes a 25 year warranty.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: STAFF
(2) Primary staff contact: Robert A. McCaughan, Public Works Director Ext 4097
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: $120,958 – CIP 07-924 - Acct# 302-7302-530.65-12

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Public Works | 10/14/15 | APPROVE | Robert McCaughan |
| General Services | 10/21/15 | APPROVE | |
| Finance | 10/21/15 | APPROVE | |
| City Attorney | 10/21/15 | APPROVE ✓ | |
| Budget | 10/21/15 | APPROVE | Ernesto Reyes |

___ Advisory Board
___ Development Services Director
X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | Resolution | Consideration | Workshop |
|---|---|---|---|
| 1st Reading | 1st Reading | Results: | Results: |
| 2nd Reading | | | |

**City Attorney's Communication #2016-67**
October 19, 2015

**TO:** Robert A. McCaughan, Public Works Director

**FROM:** Mark E. Berman, City Attorney

**RE:** Resolution – Garland/DBS, Inc.

As requested in your memorandum dated October 13, 2015, Public Works Department Memorandum No. 2016-02, the above-referenced Resolution has been prepared and is attached as follows:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND GARLAND/DBS, INC. FOR THE ROOF REPLACEMENT TO THE COMMISSION CHAMBERS BUILDING; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

MARK E. BERMAN

MEB/ds
l:cor/pw/2016-67
Attachment

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND GARLAND/DBS, INC. FOR THE ROOF REPLACEMENT TO THE COMMISSION CHAMBERS BUILDING; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement between the City of Pompano Beach and Garland/DBS, Inc. for the roof replacement to the Commission Chambers Building, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Garland/DBS, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____ day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

MEB/jrm/ds

I:reso/2016-26

**AGREEMENT FOR THE ROOF REPLACEMENT TO THE COMMISSION CHAMBERS BUILDING**

**BETWEEN**

**CITY OF POMPANO BEACH, FLORIDA**

**AND**

**GARLAND /DBS, INC.**

**(Piggyback On Competitively Awarded)**

**THIS AGREEMENT** made and entered into this _____ day of _____, 20___, (hereinafter "Effective Date") by and between:

> **CITY OF POMPANO BEACH**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal office at 100 W. Atlantic Blvd., Pompano Beach, Florida 33060, referred to here as "City."
>
> and
>
> **Garland/DBS, Inc.**, a foreign corporation authorized to do business in the state of Florida, whose mailing address is 3800 East 91st Street Cleveland, Ohio 44105, (hereinafter "Contractor").

City and Contractor may also be referred to herein individually as a "Party" and collectively as the "Parties."

**W I T N E S S E T H:**

**WHEREAS**, the City wishes to enter into this Agreement for facility repair, (hereinafter "Agreement") with Contractor to provide roof replacement within the city limits of the City of Pompano Beach on an as-needed basis when requested by the City through a written Notice to Proceed; and

**WHEREAS**, the Code of the City of Pompano Beach at Section 32.41(C) provides authority for the City Manager to piggyback City purchase of goods and services with state or local public contracts within certain codified guidelines, which guidelines have been met; and

**WHEREAS**, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between Broward County, Florida and Contractor in accordance with contract, a copy of which is attached hereto at Exhibit A and adopted in its entirety by City and Contractor (hereinafter "IRC Contract"), Scope of Work identified in Exhibit B together with and including contract renewals, amendments and change orders to the extent applicable hereto; and

**WHEREAS,** the City Manager has determined that piggybacking with the IRC Contract is necessary for replacement of the Commission Chambers Building roof, and is the most economically advantageous way to procure these necessary materials, products, and/or services in a timely and efficient manner.

**NOW THEREFORE,** in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **RECITATIONS.** The foregoing "WHEREAS" clauses are hereby adopted and incorporated herein.

2. **TERM.** The term of this Agreement shall commence on the Effective Date and continue through January 30, 2016 unless terminated earlier or extended by the Parties.

3. **CONTRACT TERMS.** Contractor agrees to provide facility repair (roof replacement) within the city limits of the City of Pompano Beach on an as-needed basis as requested by City through a written Notice to Proceed. The IRC Contract is hereby incorporated into this Agreement for all purposes. In the event of conflict between the IRC Contract and this Agreement, the order of priority shall be: (1) Scope of Work; (2) this Agreement; and (3) the IRC Contract.

The following provisions are included as supplementary to and amending the IRC Contract:

A. City shall pay Contractor no more than the unit prices set forth in the IRC Contract and in accordance with the provisions of the IRC Contract. If the City requires services not covered by unit prices already made a part of the IRC Contract, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, City of Pompano Beach City Manager Dennis W. Beach shall be the City Representative.

B. If permits are required as part of the Roof Replacement required hereunder, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within five (5) days of receiving all documents from City necessary to file such permit applications. City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. City of Pompano Beach shall be deemed substituted for US Communities, with regard to any and all provisions of the IRC Contract, including, for example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default, and ownership of documents, including the additional provisions in sections D, E, F, and

G, below. All recitals, representations and warranties of Contractor made in the IRC Contract are restated as if fully set forth herein, made for the benefit of City, and incorporated herein.

D. Within five (5) days of final execution of this Agreement, Contractor shall furnish City with a certificate of insurance in a form acceptable to City for the insurance required. Such certificate provided my Contractor must state the City will be given thirty (30) days written notice prior to cancellation or material change in coverage. A copy of the additional insured endorsement must be attached and contain language no less restrictive than ISO Form CG 20 10 07 04 or ISO Form CG 20 33 07 04. Contractor shall not commence work on the Disaster Services unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

E. Contractor shall indemnify and hold harmless City, its elected officials, officers, employees and agents, from and against all claims, suits, actions, damages, causes, or action or judgments arising out of the terms of this Agreement for any personal injury, loss of life, or damage to property sustained as a result of the performance or non-performance of services, from and against any orders, judgments, or decrees, which may be entered against City, its elected officials, officers, employees and agents; and from and against all costs, attorney's fees, expenses, and other liabilities incurred in the defense of any such claim, suit, or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or purchase order shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Florida Statute section 768.28.

F. Both parties agree that City may terminate this Agreement for any reason with ten (10) days notice to Contractor.

G. Public Records and Retention.

a. City is a public agency subject to Chapter 119, Florida Statutes. Contractor and its subcontractors shall comply with public records laws, specifically to:

b. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

c. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

d. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

e. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be

provided to the public agency in a format that is compatible with the information systems of the public agency.

4. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement without the consent of the other.

5. **NOTICE.** Notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Dennis W. Beach
City Manager
City of Pompano Beach
P.O. Box 1300
Pompano Beach, Florida 33061

Copy to: Mark E. Berman
City Attorney
P.O. Box 2083
Pompano Beach, Florida 33061

For Contractor:

6. ***Section 10.9 ENTIRE AGREEMENT.*** This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

7. **SEVERABILITY.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any Party under this Agreement will not be materially and adversely affected thereby, such provision will be fully severable, this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and in lieu of such illegal, invalid or unenforceable provision, City and Contractor shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such ruling and to include as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

8. **DUPLICATES.** ***Section 10.7 Counterparts.*** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year entered below.

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
Lamar Fisher, Mayor

_____

By:_____
Dennis W. Beach, City Manager

Attest:

_____
Asceleta Hammond, City Clerk

(SEAL)

Approved As To Form:

_____
Mark E. Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 20___ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

## "CONTRACTOR":

Witnesses:

GARLAND / DBS, INC.
(Type Name of Entity)

B. Taylor
BRYAN TAYLOR
Print Name

By: [signature]

FRANK A PERCIACIANTE
Typed or Printed Name

Matt Egan
Matt Egan
Print Name

Title: CONTROLLER & AUTHORIZED SIGNER

(SEAL)

STATE OF Ohio
COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me this 21 day of October, 2015, by Frank A. Perciacianto as Controller & Authorized Sign. of Garland / DBS, Inc. a _____ on behalf of the _____. He/she is personally known to me or who has produced Personally (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF Ohio

Frieda Rodriguez
(Name of Acknowledger Typed, Printed or Stamped)

none - Ohio 2/24/20 (Exp)
Commission Number

GBL/jrm
1/14/15
L:agr/piggyback Form

**FRIEDA RODRIGUEZ**
**NOTARY PUBLIC • STATE OF OHIO**
**Recorded in Cuyahoga County**
**My commission expires Feb. 24, 2020**

Exhibit A

http://Pompanobeachfl.gov/garlandmasteragreement

**EXHIBIT B**

SCOPE OF WORK TO BE COMPLETED

# AGREEMENT FOR THE ROOF REPLACEMENT TO THE COMMISSION CHAMBERS BUILDING LOCATED AT 100 WEST ATLANTIC BLVD.

Agreement for work in and about the City of Pompano Beach, 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 for the roof replacement to the Commission Chambers Building located at 100 West Atlantic Blvd. between the City of Pompano Beach (hereinafter called CITY) and The Garland Company/DBS, Inc. a foreign corporation authorized to do business in the State of Florida, 3800 East 91st Street, Cleveland, Ohio 44105 (hereinafter called CONTRACTOR). WITNESSETH that the CITY and CONTRACTOR in consideration of the premises and of the mutual covenants considerations and agreements contained herein agree as follows:

## 1. WORK TO BE PERFORMED

CONTRACTOR will perform Complete Roof replacement to the Commission Chambers Building..

This Agreement references the terms, conditions, prices and specifications of the US Communities Contract and the CONTRACTOR attached hereto as **Exhibit A**.

The CONTRACTOR shall furnish all labor, services, materials, supplies, equipment, transportation and other facilities and appurtenance necessary or proper to the above work based on the award for:

"US Communities Contract, 09-5408

In strict and full accordance with the requirements of the Contract Documents and with such further details and instruction as the CITY may from time to time issue for the purposes of insuring the thorough completion of the work. Unless amended below, all terms, conditions, specifications and prices referenced in the US Communities Contract shall apply.

## 2. SCOPE OF WORK GENERAL

### 2.01 GENERAL DESCRIPTION OF WORK

A. The CONTRACTOR will perform a roof replacement to the Commission Chambers Building as proposed in the detailed scope attached as **Exhibit B** and as specified in the US Communities Agreement.

B. All other required work whether implied or incidental to the proper completion of the project.

## 3. CONTRACT DOCUMENTS

It is understood that all the terms, provisions, conditions and obligations set forth in the Contract Documents of the US Communities Contract shall constitute a part of this Agreement and are to have the same force and effect as if set forth specifically and at length herein. Insurance documents are attached as **Exhibit C**.

## 4. CONTRACT TIME

The work under this Agreement shall be commenced promptly following Notice to Proceed issued by CITY, prosecuted with diligence, and be fully completed within 90-calendar days of permit being issued.

## 5. COMPENSATION TO BE PAID CONTRACTOR

In consideration of the faithful performance of this Agreement by the CONTRACTOR, the CITY will pay to the CONTRACTOR the fixed price of **$ 120,958 (EXHIBIT B)** for the proposed work which was based off actual measured quantities and unit pricing in the US Communities Contract. Any changes in scope (additions or deletions) will only be authorized by City and compensation to Contractor will be revised accordingly utilizing the unit prices in the US Communities Contract. The CITY will have to pay the CONTRACTOR for acceptable and conforming work, inclusive of all materials, supplies, costs, fees and is the maximum extent of the CITY's obligation to pay CONTRACTOR but does not constitute a limitation, of any sort, of the CONTRACTOR's obligations to perform the work in accordance with this contract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

## ROOFING MATERIAL AND SERVICES PROPOSAL

**Pompano Beach Chambers**
**City of Pompano Beach**
**111 West Atlantic Blvd**
**Pompano Beach, FL 33060**

**Date Submitted: 09/23/2015**
**Proposal #: 25-FL-150561**
**MICPA # 14-5903**
**Florida General Contractor License #: CGC1517248**

**Please Note:** The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This budget/estimate should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered a competitive bid process for the project with the hopes of providing a lower market adjusted price whenever possible.

**Scope of Work:**

1. Remove existing roof system down to Light Weight Concrete.
2. Make any necessary repairs to LWC.
3. Mechanically fasten on ply of HPR Tri-base premium using CR assembled base sheet fasteners (1.7in) or FM-90 assembled base fasteners applied at maximum 7" o.c in a 3" side lap and 7" o.c. in two evenly spaced rows in the field of the sheet.
4. Hot mop two plies of HPR Glasfelt, fully adhered with a full mopping of approved asphalt within the EVT range and at a rate of 20-40lbs/sq.
5. Apply one ply of Versiply Mineral fully adhered with a full mopping of approved asphalt within the EVT range and at a rate of 20-40lbs/sq.
6. Retrofit all internal roof drains per detail provided
7. Remove lower coping cap and replace with galvanized steel. Contractor is responsible to coat and paint to match existing coping cap.
8. For all flashings use one ply of HPR Torch Base and one ply of StressPly IV Mineral Torch. Cut out stucco stop and replace per detail. Contractor is responsible to replace and paint any stucco damage to match existing/prior look.
9. Remove and re-certify lighting protection if needed. (Lower roof section only)
10. Form fit a metal plate into scuppers and flash in with roofing system.
11. For fastening pattern refer to NOA 13-0716.06 pg. 43, See General Limitation #7.
12. Contractor to issue 3yr Labor & Material Warranty.
13. Garland to issue 25 Year Warranty

**Alternate #1**

1. Remove existing roof system down to Light Weight Concrete and dispose of properly.
2. Make any necessary repairs to LWC.
3. Mechanically fasten one ply of Tri-Base Premium, using FM-90 base ply fasteners applied at 8" o.c. in a 4" wide lap and 8" oc.c in three evenly spaced rows between laps.
4. Apply one ply of HPR Torch Base Sheet, torch applied with a minimum 4" lap.
5. Apply one ply of StressPly IV Mineral torch applied.
6. Retrofit all internal roof drains per detail provided.
7. Remove lower coping cap and replace with galvanized steel. Contractor is responsible to coat and paint to match existing coping cap.
8. For all flashings use one ply of HPR Torch Base and one ply of StressPly IV Mineral Torch. Cut out stucco stop and replace per detail. Contractor is responsible to replace and paint any stucco damage to match existing/prior look.
9. Remove and re-certify lighting protection if needed. (Lower roof section only)
10. Form fit a metal plate into scuppers and flash in with roofing system.
11. Contractor to issue 3yr Labor & Material Warranty.
12. Garland to issue 25 Year Warranty

**Alternate #2**

1. Apply two coats of Garla-Brite aluminized coating at a rate of .5 gallons per square.

**Line Item Pricing Base Option**

| Item # | Item Description | Unit Price | Quantity | Unit | Extended Price |
|---|---|---|---|---|---|
| 2.07 | Tear-off & Dispose of Debris: SYSTEM TYPE BUR W/ Insulation and Mineral Surfacing - Lightweight / Gyp Deck | $ 1.82 | 7,719 | SF | $ 14,049 |
| 6.14.02 | Roof Deck and Insulation Option: LIGHTWEIGHT CONCRETE / GYPSUM ROOF DECK - HOT APPLICATION - ASTM D 312 TYPE III OR IV ASPHALT - INSULATION OPTION: - Without Insulation - Must at Least Mechanically Fasten a Base Sheet to the Roof Deck Prior to Installation Installed with FM 1-90 Attachment Patterns | $ 0.71 | 7,719 | SF | $ 5,480 |
| 10.11.02 | BUILT-UP MODIFIED ROOF WITH MINERAL CAP SHEET ADHERED IN HOT ASTM D 312 TYPE III OR IV ASPHALT: ROOF CONFIGURATION 2 ply of Glass Felt, Mineral Surfaced Cap Sheet, Set in Hot ASTM D 312 Type III or IV Asphalt : ROOFING MEMBRANE OPTION: - ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile | $ 4.81 | 7,719 | SF | $ 37,128 |
| 20.20.01 | NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: Torch Applied Flashings - Minimum 1 Ply of Torch Base and Torch Mineral Cap Sheet; Torch Applied: FLASHING OPTION: - BASE PLY: SBS Modified Polyester/Fiberglass Reinforced Base Torch Applied Flashing Ply - 80 lbf/inch tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 300 lbf/in Tensile Torch Applied Membrane | $ 17.86 | 650 | SF | $ 11,609 |

| | | | | | |
|---|---|---|---|---|---|
| | **Sub Total Prior to Multipliers** | | | | **$ 68,266** |
| 22.32 | JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB: MULTIPLIER - ROOF IS CONSIDERED NON-STANDARD ARCHITECTURE OR HAS GREATER THAN 8/12 SLOPE Multiplier Applied when Roof Area is not Boxed-Shaped, Contains Multiple Sharp Angles and/or Curves, or the Roof has a Greater than 8/12 Slope, Very Steep. | 70% | | % | $ 47,787 |
| 22.11 | JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB: MULTIPLIER - LIMITED / OBSTRUCTED / DIFFICULT ROOF ACCESS Multiplier Applied when Access to the Roof is Limited to Specific Entry Points, Equipment & Materials Cannot be Lifted by Crane on the Roof, or Access is Dependent Upon Road Closure | 30% | | % | $ 20,480 |
| 22.45 | JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB: MULTIPLIER - ROOF SIZE IS GREATER THAN 5,000 SF, BUT LESS THAN 10,000 SF Multiplier Applied when Roof Size is Less than 10,000 SF, but Greater than 5,000 SF Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, & Set-Up Labor are Not Completely Absorbed Across Roof Area | 30% | | % | $ 20,480 |
| | **Sub-Totals After Multipliers** | | | | **$ 157,013** |

**Base Bid Total Maximum Price of Line Items under the MICPA: $ 157,013**

**Proposal Price Based Upon Market Experience: $ 119,180**

**Garland/DBS Price Based Upon Local Market Competition Base Option:**

| | |
|---|---|
| **Certified Roofing** | **$ 119,180** |
| PSI Roofing | $ 142,259 |
| Weathertech Roofing | Unresponsive |
| RSI of Florida | Unresponsive |
| Tommie Butts JR | Declined to Bid |

**Bid Breakdown (Certified Roofing Base Option):**

| | |
|---|---|
| Labor & Non Garland Materials: | $ 69,765 |
| Garland Materials: | $ 37,912 |
| Freight: | $ 1,300 |
| Insurance: | $ 1,267 |
| Bonds: | $ 1,091 |
| General Conditions: | $ 7,845 |

***General Conditions include: Engineering, Permits, Overhead and Profit**

**Garland/DBS Price Based Upon Local Market Competition Alternate 1 Torch Option:**

| | |
|---|---|
| **Certified Roofing** | **$ 132,868** |
| PSI Roofing | $ 151,804 |
| Weathertech Roofing | $ 149,148 |
| RSI of Florida | $ 138,468 |
| Tommie Butts JR | Declined to Bid |

**Bid Breakdown (Certified Roofing Alternate 1 Torch Option):**

| | |
|---|---|
| Labor & Non Garland Materials: | $ 65,865 |
| Garland Materials: | $ 53,376 |
| Freight: | $ 1,600 |
| Insurance: | $ 1,388 |
| Bonds: | $ 1,196 |
| General Conditions: | $ 9,443 |

***General Conditions include: Engineering, Permits, Overhead and Profit**

**Garland/DBS Price Based Upon Local Market Alternate 2 Garlabrite Option:**

| | |
|---|---|
| **Certified Roofing** | **$ 9,199** |

**Bid Breakdown (Certified Roofing Alternate 2 Garlabrite Option):**

| | |
|---|---|
| Labor & Non Garland Materials: | $ 3,950 |
| Garland Materials: | $ 4,140 |
| Freight: | $ 207 |
| Insurance: | $ 96 |
| Bonds: | $ 83 |
| General Conditions: | $ 724 |

***General Conditions include: Engineering, Permits, Overhead and Profit**

| | |
|---|---|
| **Fastener Pull Test** | **$ 1,778** |

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

*Steve Rojek*

Steve Rojek
Garland/DBS, Inc.
(216) 430-3613

**EXHIBIT C**

CERTIFICATE OF LIABILITY INSURANCE

GARLIND-01 SZUK

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/8/2014

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Fedell Group
5005 Rockside Road, Fifth Floor
Independence, OH 44131

CONTACT NAME: Sharon Zuk
PHONE (A/C, No, Ext): (216) 328-8080 FAX (A/C, No): (216) 328-8081
E-MAIL ADDRESS: szuk@thefedellgroup.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Catlin Specialty Insurance Company | 15989 |
| INSURER B: Liberty Mutual Fire Insurance Company | 23035 |
| INSURER C: Liberty Insurance Underwriters, Inc. | 19917 |
| INSURER D: Travelers Property Casualty Company of America | 25674 |
| INSURER E: Cincinnati Insurance Company | 10677 |
| INSURER F: Peerless Insurance Company | 24198 |

INSURED
Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | | GL116922481215 | 12/05/2014 | 12/05/2015 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | X $100,000 SIR | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PROJECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | AS2Z61280169014 | 12/05/2014 | 12/05/2015 | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS / X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| C | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 25,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | 100002166805 | 12/05/2014 | 12/05/2015 | AGGREGATE | $ 25,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N | N/A | | PJUB219M988414 | 12/05/2014 | 12/05/2015 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| E | Installation Floater | | | CAP6211262 | 12/05/2014 | 12/05/2015 | Limit | 750,000 |
| F | Leased/Rented Equip | | | IM8993894 | 12/05/2014 | 12/05/2015 | Limit | 100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Pompano Beach is included as additional insured with respects to work performed by the insured as required by written contract.

APPROVED

APPROVED
ON: 1/9/15
BY:

CERTIFICATE HOLDER

City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, FL 33060

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Sharon Zuk

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Meeting Date: 10/27/2015 Agenda Item 27

REQUESTED COMMISSION ACTION:

____ Consent ____ Ordinance ____ Resolution ____ Consideration/Discussion X Presentation

SHORT TITLE Summary Activity Report of Internal Audit projects for a 16 month period from June 2014 through September 2015.

## Summary of Purpose and Why:

Present summarized highlights of completed and on-going projects performed by Internal Audit Department for a 16 month period June 2014 through September 2015 to City Commission. The summary report provides a dashboard with risks, ratings and status of projects. Six of the audits performed were in the City's Strategic Plan for FY14 & FY15 including:

1. Strategic Plan 2.5.1 - FY15 Standard Operating Procedures of Engineering Division
2. Strategic Plan 3.1.4 - FY14 Compliance Audit: Debt Service Payments for FY14
3. Strategic Plan 3.1.4 - FY15 Compliance Audit: Debt Service Payments for FY15
4. Strategic Plan 3.1.6 - FY14 External Audit Assistance: Single Audit of Federal and State awards
5. Strategic Plan 2.5.1 - FY14 Standard Operating Procedures of Parks, Recreation & Cultural Arts Department
6. Strategic Plan 6.2.3 - Follow-Up For FY14 Information Technology Security Audit

(1) Origin of request for this action: Barbara DeLeon, Internal Auditor
(2) Primary staff contact: Barbara DeLeon 954 786-4690
(3) Expiration of contract, if applicable: Not Applicable
(4) Fiscal impact and source of funding: Not Applicable

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Internal Audit | 10/14/2015 | Approval 10/15/14 | Internal Audit Memo 15-03 |

X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | Resolution | Consideration | Workshop |
|---|---|---|---|
| 1st Reading | 1st Reading | Results: | Results: |
| 2nd Reading | | | |

**INTERNAL AUDIT DEPARTMENT**
**Memorandum 15-03**

**Date: September 30, 2015**

**To: The Honorable City Commission**

**By: Barbara DeLeon, CIA, CISA, CMA, CFM, CGFO, Internal Auditor**

**Re: Internal Audit Activity Report from June 2014 through September 2015**

---

Internal Audit's Activity Report covered the sixteen month period of June 2014 through September 2015 for 20 projects totaling $336.4 million.

Attachment I of the report provided an activity dashboard with risk ratings and status of each project. Attachment II provided summary information for each project.

We welcome and encourage your comments and feedback; especially should you have any questions regarding this report. You may reach the Internal Auditor directly at the Office at (954) 786-4690.

---

C: Dennis Beach, City Manager
Gregory Harrison, Assistant City Manager
Mark Beaudreau, Parks Programs Administrator
Mark Berman, City Attorney
A. Randolph Brown, Utilities Director
Robert A. McCaughan, Public Works Director
Fawn Powers, Assistant City Attorney
Steven P Rocco, Air Park Manager
John Sfiropoulos, City Engineer
Suzette Sibble, Finance Director
Michael Smith, Human Resources Director
Otis Thomas, General Services Director
Gene Zamoski, Information Technology Director

Attachments (2)

**Attachment 1**

## Section I. Activity Dashboard – Risk Ratings and Status - Internal Audit Activity Report

### A. Completed Projects

| # | Project Title | Risk Rating Before Recommendations | Risk Rating After Recommendations | # of Findings | # of Recommendations | Recommendations Implemented | Recommendations Not Implemented | Follow-Up | Project $ | Report Page # |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | J.P. Morgan Chase Banking Services Agreement Transition: Technical Assistance During Transition - Annual Activity of $235 Million | Low | Low | 5 | 5 | 5 | N/A | N/A | $235,000,000 | 6-7 |
| 2 | Strategic Plan 2.5.1 - FY15 Standard Operating Procedures of Engineering Division: CIP Expenditures of $36 million for FY10 to 8/14 | Moderate to High | Low | 12 | 11 | N/A | 3 | 8 | $36,000,000 | 7-9 |
| 3 | Airpark Memorandum Of Agreement With FAA for FY14 | Low | Low | 6 | 1 | 1 | N/A | N/A | $15,532,562 | 9-10 |
| 4 | Payroll: Additional Pay Expenditures From FY11 to FY14 | Low | Low | 1 | 1 | 1 | N/A | N/A | $9,200,000 | 10-11 |
| 5 | Strategic Plan 3.1.4 - FY14 Compliance Audit: Debt Service Payments for FY14 of $8.8 Million | Low | Low | 3 | 2 | 2 | N/A | N/A | $8,782,256 | 11-12 |
| 6 | Strategic Plan 3.1.4 - FY15 Compliance Audit: Debt Service Payments for FY15 of $8.2 Million | Low | Low | 3 | N/A | N/A | N/A | N/A | $8,200,000 | 12 |
| 7 | Strategic Plan 3.1.6 - FY14 External Audit Assistance: Single Audit $3.89 Million of Federal awards and $307,710 of State awards | Low | Low | N/A | N/A | N/A | N/A | N/A | $4,197,710 | 13 |
| 8 | Parks and Recreation Various Agreements from 6/14 – 9/15 | Low | Low | 3 | 3 | 3 | N/A | N/A | $3,741,310 | 13-14 |
| 9 | Strategic Plan 2.5.1 FY14 Standard Operating Policies/Procedures: Parks, Recreation & Cultural Arts Department: FY15 Annual Revenues of $1.2 Million | High | Low | 23 | 23 | 22 | N/A | 1 | $1,200,000 | 15-16 |

**Attachment 1**

| # | Project Title | Risk Rating Before Recommendations | Risk Rating After Recommendations | # of Findings | # of Recommendations | Recommendations Implemented | Recommendations Not Implemented | Follow-Up | Project $ | Report Page # |
|---|---|---|---|---|---|---|---|---|---|---|
| **10** | Loan activity for Microenterprise Loan Program for Northwest Community Redevelopment Agency as of 9/14 | Low | Low | 1 | 1 | 1 | N/A | N/A | $1,051,000 | 16-17 |
| **11** | JP Morgan Chase Purchase Card Services: Pilot Program Review | Moderate | Low | 8 | 5 | 5 | N/A | N/A | $500,000 | 17-18 |
| **12** | $300,000 Change Order For City Hall Third Floor Renovation Project | High | Low | 11 | 8 | N/A | 1 | 7 | $300,000 | 18-20 |
| **13** | Public Works – Technical assistance Sovereignty Land Lease - Pier | Low | Low | 0 | 0 | N/A | N/A | N/A | $67,525 | 20 |
| **13** | **Completed Projects Total # Projects & Dollars** | | | **76** | **60** | **40** | **4** | **16** | **$323,772,363** | **1-20** |

## B. Prior Audit Follow-up

| # | Project Title | Risk Rating Pending Recommendations | # of Findings | # of Outstanding Recommendations | Status |
|---|---|---|---|---|---|
| 1 | Strategic Plan 6.2.3 FY14 Information Technology (IT) Security Audit - Software Systems - Physical Security Controls and Back-Up, Transactions of $2,900,000 | Low | 9 | 2 | 2 outstanding recommendations were followed up in 3/15 with target implementation estimated by end of first quarter of 2016<br>(1) EOC Electronic Badge, (2) EOC Wiring & Locks by IT. |
| 2 | CGCS (Cypress Golf Course Services) Annual Report For Golf Course-Vendor Report $2,413,500 Prior Audit of Expenditures | Low | 8 | 1 | 1 outstanding recommendation was implemented for a periodic, written assessment report to be done at least annually by the new vendor. Report to keep the City Administration appraised of resolving problems cited in prior assessment report by vendor. Management stated an annual, written assessment report of condition of the golf courses would be done by an independent consultant.<br>• Report was completed in 8/15 |
| 3 | Follow Up: Controls on E-Payables Implementation of Electronic Funds Transfer Payment To Vendors for FY12-14 of $427,000 | Low | 4 | 1 | 1 outstanding recommendation was being considered. Given the low acceptance of the E-Payables program by City's vendors, Finance management should analyze additional work load for payments to determine if the program should be continued. .<br>• Recommendation was not implemented. The E-payables program was discontinued during process of new bank transition and was effective 5/16/2014. Since transition to JP Morgan Chase, Finance Department is now reconsidering the potential future use of E-Payables. An initial survey of similar Cities |

| | | | | | |
|---|---|---|---|---|---|
| | | | | | regarding their respective successes with E-Payables, has been completed, but the results are yet to be analyzed. E-Payables is one of Finance's Lean Six Sigma (LSS) projects. Discussion of future use of E-Payables is scheduled for 1/16. |
| **4** | Public Works: Technical Assistance re: Sand & Spurs Rentals $200,588 | Low | 4 | 2 | 2 outstanding recommendations had a target implementation date of 6/05/14. As of 8/15, two recommendations were implemented.<br>1. Use of miscellaneous receipts system for stalls rentals<br>2. Monitor large dollar delinquent stall customers to curtail delinquency growth.<br>Public Works used a stand-alone Quick Books software. Instead, the use of the City's integrated miscellaneous receipts system was recommended. The miscellaneous receipts system has the ability to provide for cumulative, past due (unpaid) balances. |
| **5** | Backflow Solutions Inc. (BSI) Online Subscription Agreement: Reported Revenues, Vendor Data and Code Compliance - $72,000 | Low | 5 | 1 | 1 outstanding recommendation was to be implemented due to new BSI system enhancements during 6/15. Prior procedures for this remaining recommendation were completed: however, with the new system enhancement, there remained a need for updated SOP procedures. The new target date for completion of these new procedures is 12/15. A follow up was scheduled for 3/16. |
| **5** | **Prior Follow-Up Recommendations** | | **30** | **7** | **$6,013,088** |

### C. Current and Future Audit Projects – Risk Ratings To Be Determined

| # | Project Title | Project $ | Page # |
|---|---|---|---|
| 1 | Retroactive Revenue for Communications Service Taxes: $4.5 Million from 2001 to 2008 for Comcast of Greater Florida/Georgia from Deerfield Beach to Pompano Beach | $4,500,000 | 20 |
| 2 | Strategic Plan 6.2.3 FY15-FY16 Information Technology Security Audit: Identity and Access Management Processes. Project was started in FY14-15, but rescheduled due to other higher priority audit requests | $2,100,000 | 21 |
| **2** | **Total Current and Future Project Dollars** | **$ 6,600,000** | **20-21** |
| **20** | **Total All Work: Projects And Dollars** | **$336,385,451** | **1-21** |

## Section II. Summary Detail - Completed Projects

### 1. J.P. Morgan Chase Banking Services Agreement Transition: Technical Assistance during Transition - Annual Activity of $235 Million

**Summary**
Technical assistance was provided as a member of the implementation team. The adequacy of accounting and operational controls were evaluated.

**Scope**
Annual activity estimated at $235 million with $90.7 million in revenues and $144.2 million in expenditures. Areas covered included:

- Utilities payments (eLockbox, and image cash letter)
- Parking Meters (including pay-by-phone/Passport parking)
- Payroll (direct deposits and physical checks)
- Vendor payments (wire transfers, physical checks, E-Payables)
- Implementation of Purchase Card (P-Card) Services
- Uploading bank transactions into City's Financial Accounting system

**Standards**
Complete and accurate transactions recording, processing, and reporting in the respective Financial Systems, e.g. Smart Data, Naviline, etc. after implementation of the relevant services.

- PCI DSS for Payment Processing Vendors (Chase Paymentech, TSYS®)
- Bank Confirmation that transactions/check files (Paperless Check Deposits) are received
- Client Access Security (Entitlements) to City accounts is available to designated staff
- NSF/Rejected Transaction Emails received by designated staff
- Positive Pay/Direct Deposit and Checks are cashed as necessary
- Limited Automatic Clearing House (ACH) Debit transactions/access to City Bank Account
- Credit Card Transactions are completed with minimal hardship/errors
- Purchase Card Policy
- Credit Card Processing Policy
- Remote Parking transactions are completed and recorded accurately
- Segregation of Duties

**Results: 5 Findings And Recommendations Result In Low (Green) Risk Ratings**
Transition of banking services started in 8/14 and was completed in 11/14. After a successful pilot P-Card program, City wide use was recommended.

- Banking Services were transferred in 8/14 and enabling equipment (Check Imaging) was provided to the City
- Designated City Personnel and Vendors have access on and off-line banking services
- Access to City bank account through ACH transactions was limited to pre-authorized parties

- As of 12/14, the City was compliant with Data Security (PCI-DSS) Standards compliant including Chase Paymentech, TSYS®, and Plug & Pay which were credit Card payment processors; Credit Cards were accepted at all desired locations
- 120 Purchase Cards were in use by General Services, Building Maintenance, Public Works, and other Departments. Routine P-Card transactions' processing worked as designed
- As of 11/14. Purchase Card Policy was approved
- As of 8/15, a revised policy was approved for City-wide roll out of the P-card program
- E-Payables were discontinued. Potential use of E-Payables will be reconsidered 1/16
- Five findings noted the need to test different bank modules before implementation
- Five tests were recommended and completed, and the results were reviewed:
    1. Credit card acceptance transactions
    2. P-Card transactions with job/work order detail
    3. Image cash letter/Image direct deposit transmission
    4. Limited ACH access to City accounts
    5. Checks issued by JPMC

## 2. Strategic Plan 2.5.1 FY15 Standard Operating Procedures of Engineering Division: Capital Projects Expenditures of $36 million for FY10 – 8/14

**Summary**

As part of the City's Strategic Plan for FY15, Internal Audit would perform audit of a City division annually. Procedures of Engineering and Purchasing Divisions were audited for (CIP) Capital Improvement Projects.

Formerly, the Engineering Division was primarily responsible for CIP management. On 12/3/14, CIP management responsibilities were transferred to a new CIP division and the Utilities Department. Now CIP staff report to the recently appointed City Engineer.

- Twelve findings resulted with risk ratings ranging from yellow (moderate) to red (high).
- Eight of eleven recommendations will be implemented in the future
    - Future implementation of recommendations will rest with the new CIP Division and Utilities Department
    - A follow-up of recommendation implementation was scheduled for 2/16
    - Three recommendations will not be implemented

**Scope**

CIP Procedures were evaluated for CIP projects from FY10 through 8/14. Five CIP projects were selected which represented 12% of the $36 million in CIP expenditures.

The audit was done to evaluate:

- Fair and competitive procurement processes for consultants, contractors
- Accurate, complete, and transparent information for City projects
- Compliance with the State's Consultants Competitive Negotiations Act (CCNA)
- Compliance with Purchasing Policies related to City CIP procurement

- Engineering Operating procedures and practices as City safeguards/protections

**Standards**

- Florida statutes for Consultants' Competitive Negotiation Act (CCNA)
- City's General Services Procedures' Manual for fair and competitive procurement
- Contract General Conditions for change order approval by City Commission
- Engineering Division Policies and Procedures Manual for accurate, complete and transparent information

**Results: Yellow (moderate) to Red (high) Risk Rating Assigned**

- Policies and procedures supported fair and competitive procurement
- Policies and procedures complied with State regulations for the CCNA
- Non-compliance was found for prior Commission's approval for a change order
- Internal controls weaknesses were found including documentation and retention of files and supervisory review

**11 Recommendations Made: 8 To Be Implemented and 3 Will Not Be Implemented**

1. Criteria for consultants/contractors evaluation was adequate. For future, consider evaluation enhancements from best practices handbook. Recommendation will not be implemented
2. Written policies and procedures failed to distinguish discretionary guidance from mandatory requirements. Policies and procedures should be timely updated and specify mandatory requirements. Recommendation will be implemented
3. Non-compliance with policy for electronic documentation and retention for project files result in missing documents or more time to respond to public records requests. Complete document support for project files and project close-out checklist recommended. Recommendation will be implemented
4. Backlog existed for transfer of completed projects. Projects should be timely transferred to city clerk's software. Recommendation will be implemented
5. From RFP inception through completion of CIP projects, key summary information was not compiled and stored in one centralized electronic database for effective retrieval/analysis. An electronic database should be created to capture and store key summary information in shared drive for CIP projects. Recommendation will be implemented
6. Three projects had five change orders totaling $216,592 and required prior City Commission approval. Four change orders had prior City Commission approval. For fifth change order, non-compliance resulted as Commission approval occurred five months after project's completion. Additional training on change order policy should be done. Recommendation will be implemented
7. For Palm Aire Park project, City Commission was not informed change order did not comply with City policy and contract requirements. Project management should promote compliance with City policy and justifications should be provided. Recommendation will be implemented

8. Lack of documentation for non-utilization of selected firms approved by City Commission for professional services. Non-utilization of selected firms should be documented and rotation among approved firms considered. Recommendation will not be implemented
9. RFP deadline extended for Palm Aire Park for technical questions about materials for tennis courts' base. Design plans changed and materials substitutions occurred within weeks after bid opening. Materials substitution questioned. Justification and costs for substitutions should be timely documented. Recommendation will be implemented
10. Project management over gross maximum price (GMP) contracts did not appear to be different from non-GMP contracts. Project management should be tailored to cost basis. Recommendation will not be implemented
11. Engineering division does not do formal consultants/contractors evaluations after project completion. Formal consultants'/contractors' evaluations should be done after project completion. Recommendation will be implemented

## 3. Airpark Memorandum Agreement With FAA for FY14 - $15.5 Million Net Position

**Summary**

An annual audit report was timely submitted and one compliance exception was noted.

**Scope**

This audit was performed in accordance with Paragraph 3.I, Development with Net Proceeds; Memorandum of Agreement (MOA) with the Federal Aviation Administration. The internal audit report was sent to the F.A.A. and the recommendation implemented.

**Standards**

- Integrity of data for FY14 for Airpark Enterprise and Improvement Funds
- Funding sources, funding uses for expenditures and reasonableness of interest revenue for Airpark Capital Improvement Fund (Paragraph 3A)
- Rent payment to Airpark Enterprise Fund (Paragraphs 2.A.1, 2.B.1 and 2.A.3)
- Expenditures from FY08 to FY1$ per Exhibits B and D of MOA for Airpark Capital Improvement Fund (Paragraphs 3A, 3.G.1 and 3.G.2)
- City's Capital Improvement Plan for expenses of Airpark Capital Improvement Fund (Paragraphs 3A, 3.G.1 and 3.G.2)
    - Agreement reached to replace expenditures in Exhibits B and D of MOA with City's CIP Plan. An annual project status report was due 12/31
- Annual municipal services to the Airpark Enterprise Fund (Paragraph 8)

**Results: Low risk rating (green) assigned. 1 exception for late report submission**

1. Airpark Enterprise and Improvement Funds was fairly presented:
    - Net Position of $15.5 million; revenues, grants and transfers of $2,115,503; expenses of $2,112,399. Airpark Improvement Fund expenditures were $301,543
2. Sources and Uses for Cash for Airpark Construction Fund complied with MOA

- Per Paragraph 3A, Development with Net Proceeds, immaterial pooled interest earnings $4,222 and method for allocation has remained consistent. Beginning cash of $1,121,805 and ending cash of $346,079 were verified

3. Annual Rent Payments to Airpark Enterprise Fund for Category B Land Parcels for FY14 of $372,382 complied with paragraphs 2.A.1, 2.B.1 and 2.A.3
4. Actual Capital Project Expenditures were compared to Estimated Expenses in Exhibits B and D for Airpark Capital Improvement Fund from FY08 to FY14
   - Actual expenditures of $10,461,623 were for 11 projects:
     - $8 million of expenditures for 5 projects with estimated expenditures of $10,043,666 in Exhibit B which met the $8 million amount in Exhibit D.
     - $2.41 million in expenditures for 6 projects were approved in City's adopted/recommended CIP Plans and were not in project list for Exhibit B.
5. Project expenses for CIP Plans and annual project status report were reviewed.
   - The Airpark Improvement Fund had budgets in CIP Plan: 4 projects with expenses of $301,543
   - Project status report was sent 3 months late to F.A.A. by City staff which was a reporting exception
6. Municipal Fees of $283,746 for Airport Enterprise Fund complied with the MOA

## 4. Payroll: Additional Pay from FY11 through FY14 of $9.2 Million

**Summary and Scope**

During the interim review of FY14, the external auditor firm reviewed segregation of duty controls over the additional pay component of the payroll system. From FY11 through FY14, additional pay expenditures were $9.2 million or 4% of estimated payroll expenses of $264,850,668. The external auditor firm recommended that Internal Audit staff perform an audit of additional pay. The audit was completed in 10/14.

**Standards**

- Code of Ordinances, City Policy, Personnel Rules and Regulations, section 34.106(F), Personnel Director, provide forms and procedures
- Code of Ordinances, City Policy, Police and Firefighters' Pension, section 34.061, contributions, (a)(1)
- Code of Ordinances, City Policy, Police and Firefighters' Pension, section 34.055 (B) (4)(f) – firefighters' normal retirement benefit for 11.6% employee contribution, firefighters(4)4.061, contributions, (a)(1)
- Code of Ordinances, City Policy, Personnel Rules and Regulations, section 34.108, (A) (1), temporary assignment increases of 5% to 15% over base rate of pay
- Code of Ordinances, City Policy, Personnel Rules and Regulations, section 34.108, (A) (2), special assignment increase of 15% over base rate of pay
- Code of Ordinances, City Policy, Personnel Rules and Regulations, section 34.107, (C) (4) and (C) (6), position classification plan for biweekly assignment pay of 5% for EMT I including lifeguards or 15% for EMT II
- Code of Ordinances, City Policy, Personnel Rules and Regulations, section 34.107, (C) (7), position classification plan - biweekly assignment pay of a) $50 for water plant operator certified as a "B" operator or b) $100 for an "A" operator

- Florida Statues, Chapter 633.382(3) (a) and (3) (b), Firefighters' supplemental compensation of $50 monthly for associate's degree or $110 monthly for bachelor's degree
- City Ordinance 2014-40, Fire Contract for FY14 through FY16, Article 15(5) – supplemental compensation of $90 monthly for bachelor's degrees
- Annual city budget for monthly allowances or an annual employee award

**Results: Compliance With City Regulations Resulted In Low (Green) Risk Rating**

- Retro-additional pay was vouched and complied with standards
- Assignment additional pay was vouched and complied with standards
- Annual additional pay for shoe allowance was vouched and complied with standards
- Additional pay for college degrees and certifications was vouched and complied with standards
- Except for an immaterial exception, additions and deletions of additional pay for new hires, promotions, terminations and retirements was vouched and complied with standards
- The majority of continuing additional pay payment for fire staff was sampled and was supported by the salary history file for new hires and promotions

## 5. Strategic Plan 3.1.4 - FY14 Compliance Audit: Debt Service Payments of $8.8 Million

**Summary**

As part of the City's Strategic Plan for FY14, Internal Audit would perform a bi-annual audit of debt service payments. General obligations or enterprise obligations were audited in alternating years. Finance Department was responsible for management of City debt. For FY14, $8.8 million in debt service payments were made timely.

Management of City debt included:

- Amortization schedules for bonds, note principal and interest payments
- Debt payments made by check or wire transfer by bond or by the City
- Debt service payment files of Finance Department
- Long term debt data in the Notes to City's Financial Statements

**Scope**

Internal Audit staff vouched long term debt principal and interest payments of $8,782,256. Payments, dates of payment, and budgeted amounts for debt were compared to amortization schedules, and debt payment spreadsheets.

**Standards**

- City Ordinance 36.052, Revenue Bonds, Certificates - Details the issuance and use of revenue bonds
- City Ordinance 32.35, Establishment - Director: Describes the role and responsibilities of the Finance Director

- Tax Exempt/Tax Credit Debt and Post-Issuance Compliance Policies and Procedures, approved 9/12
- Accounting Procedures Manual, Debt Policy 11-B, revised 10/13
- Debt Covenants of source banking and/or financial institutions

**Results: Low (green) risk rating assigned to annual debt service payments**
There were 28 payment transactions (16 checks and 12 wire transfers) in FY14. Based on our review:
- Payments were made timely, a day or two before their due dates
- Long term debt complied with reporting requirements
- Amortization schedules were complete

**Recommendations: 2 Prior Recommendations Implemented**
During our FY14 audit, two recommendations were made to update the Accounting Policy and Procedures Manual for debt service and to also incorporate wire transfers. The two recommendations were implemented by 10/13.

## 6. Strategic Plan 3.1.4 - FY15 Compliance Audit of Debt Service Payments of $8.2 Million

**Summary**
As part of the City's Strategic Plan for FY15, Internal Audit Internal Audit would perform a bi-annual audit of debt service payments.

**Scope**
Internal Audit staff vouched long term debt principal and interest payments of $8.2 million. Payments, dates of payment, and budgeted amounts for debt were compared to amortization schedules, and debt payment spreadsheets.

**Standards**
- City Ordinance 36.052, Revenue Bonds, Certificates - Details the issuance and use of revenue bonds
- City Ordinance 32.35, Establishment - Director: Describes the role and responsibilities of the Finance Director
- Tax Exempt/Tax Credit Debt and Post-Issuance Compliance Policies and Procedures, approved 9/12
- Accounting Procedures Manual, Debt Policy 11-B, revised 10/13
- Debt Covenants of source banking and/or financial institutions

**Results: A low (green) risk rating was assigned to annual debt service payments**
There were 23 payment transactions (17 checks and 6 wire transfers) in FY15. Based on our review of FY15:
- Payments were made timely, a day or two before their due dates
- Long term debt complied with reporting requirements
- Amortization schedules were complete

## 7. Strategic Plan 3.1.6 FY14 External Audit Assistance: Single Audit $4.2 Million of Federal and State awards

**Summary and Scope**

Internal Audit staff provided annual assistance to external auditors for their FY14 audit. Controls were tested or questionnaires prepared for Federal and State grants programs.

**Standards**

- State and Federal Grants program requirements

**Results: low (green) risk rating for compliant CDBG, NSP, SHIP programs & CAPER Report.**

- For CDBG, NSP, Aviation and U. S. Department of Justice Federal awards, compliance tests were performed. Payments complied with controls and regulations, $3.89 million or 66% of $5.9 million in Federal expenditures were vouched
- Consolidated Annual Performance Evaluation Report (CAPER) for FY14 was timely filed by HUD deadline of 12/14. Of $6,250,809 in CDBG resources, expenditures excluding section 108 repayments were $1,637,709 with unexpended balance of $4,613,100
- Immaterial differences of 1% resulted from vouching cumulative Federal drawdowns of $2,910,087 and current year Federal drawdown reimbursements of $1,637,709. Immaterial differences resulted from comparison of the FY14 CAPER reported expenditures to City's general ledger
- For SHIP State award, compliance tests were performed. Payment complied with controls and regulations, $307,710 or 36% of $849,060 in state expenditures were vouched
- The SHIP annual report was timely filed on 9/14 to comply with the State's deadline of 9/14
- For SHIP State award, Statute's minimum of 65% for homeownership and 75% for homeownership/construction were met by comparing total available funds to State distribution trust funds

## 8. Parks & Recreation Agreements: Technical Assistance - $3.7 Million

**Summary and Scope**

Parks, Recreation and Cultural Arts Department requested technical assistance from Internal Audit staff during the period of 6/14 through 9/15 for various draft agreements, projects and internal control processes to protect City interests.

**Standards**

- Records access controls and internal controls
- Financial recordkeeping and reporting
- Records retention

**Results: Low (green) risk rating assigned to agreements.**
Technical assistance was provided to Parks, Recreation and Cultural Arts Department. For Department Agreements, a revised checklist was done to streamline the process. The checklist was a white belt project from City training for Lean Six Sigma methods for total quality improvement services.

1. Eta Nu Educational Foundation License Agreement FY15 - $40,000
2. Brazilian Festival Agreement FY14 with LS Events LLC - $19,339
3. Brazilian Festival Agreement FY15 with LS Events LLC - $22,617
4. Concessionaire Services RFP T-59-13, $11,100 annually
5. Golf Pro Agreement for 2015 Bob Loring Enterprises, Inc., $612,170
6. Russell Life Skills and Reading Foundation, Inc. Agreement
7. Seafood Festival Corporation
8. School Crossing Guards (The Butler Group) $605,409
9. National Flag Football Association, Inc.
10. Pompano Piranhas, Inc. $17,880
11. Hola Mundo!, LLC, Summer Camp
12. Living Water Surf School LLC
13. Proserve Concepts Inc.
14. Bluewater Movements, Inc., $24,610
15. Oceanside Beach Service Inc.
16. Instructor Agreement
17. RecTrac Controls for Front Line Menus/Four Fields
18. Pompano Chiefs, Eagles and Cowboys Booster Clubs

Creative City Collaborative of Pompano Beach Inc. Agreement – 10/15 through 9/16 with $2,359,305 estimated budget
3 findings were made and 3 recommendations were implemented
Internal Audit staff reviewed the renewal agreement with Exhibits for internal controls, recordkeeping, inspection and audit procedures, and financial accountability reporting requirements. This review was to promote sufficient controls.

1. The prior agreement did not require a separate corporation to ensure separate financial statements for Pompano Beach's contract. A recommendation was implemented to require creation of a new corporation exclusively for City of Pompano Beach for transparency and accountability of City funds
2. Although the prior agreement specified the creation of a foundation, the foundation had not been established. A recommendation was implemented to move forward to establish Pompano Beach Arts Foundation, Inc.
3. The prior agreement did not require a separate corporation to ensure separate financial statements for Pompano Beach's contract. A recommendation was implemented to require separate, annual audited financial statements and also require compiled financial statements for the new foundation

## 9. Strategic Plan 2.5.1 – Standard Operating Policies/Procedures of Parks, Recreation & Cultural Arts Department: FY15 Annual Revenues of $1.2 Million

**Summary**

As part of the City's Strategic Plan for FY14, Internal Audit would perform an audit of a City division annually. An audit of Administrative Policies and Procedures of the Parks, Recreation and Cultural Arts Department was done. Parks staff and Treasury staff questioned non-compliance with procedures by a former Recreation Manager.

Compliance irregularities were found due to violations of the department's policies and procedures by a former Recreation Manager. Timely corrective action was taken by the Parks and Recreation Administrator and City Administration.

- 23 recommendations were made to administrative policies and procedures
    - 22 recommendations were implemented
    - 1 recommendation will be implemented with follow-up scheduled for 1/16

**Scope**

At request of Recreation Programs Administrator, Internal Audit staff reviewed:

- Compliance controls and eligibility for summer camp grant
- Deposits, receipts and reports for daily cashier settlements and transactions
- Customers' "cash refunds now" and program cancellations by customers

**Standards**

- Administrative Policy Procedures, Financial Internal Controls
- 2014 summer camp tuition grant, eligibility requirements
- Second Amended Memorandum of Understanding for Funding/Acceptance of
- Funds

**Results and Risk Rating: A high (red) rating was assigned due to non-compliance by a former Recreation Manager with department written procedures**

- Former Recreation Compliance Manager who was responsible for compliance
- violated policies, procedures and controls
- $925 found for these compliance irregularities
- Compliance irregularities resulted from: retro-dating deposits, removal of cash from
- sealed cashiers' envelopes, unsupported corrections and delays in redeposit of customers' payments
- Inadequate support for grant eligibility questioned for potential loss of $4,375

**Recommendations: 23 Recommendations For Compliance Irregularities For Policy & Grant - Risk rating reduced to low (green) after implementation**

1. Additional language for City's credit card policy should state failure to follow procedures can result in termination or discipline
2. Approval of Parks Recreation Administrator or designee should be required for additions or deletions of safes for temporary storage of daily receipts or City assets

3. Recreation leaders or supervisors (depositors) at each location should timely deliver the bank deposits by 1:00 p.m. the next business day of the Treasury Division. The accounting clerk or designee should also maintain an exception spreadsheet
4. Adjustment should be prohibited after cashier's signed settlement of daily receipts
5. "Cash refunds now" must be done on same day before cashier's daily settlement and timely reviewed by accounting clerk or her designee
6. "Cash refunds now" must have approval of supervisor or her designee, a supporting form with customer's signature. Exceptions should be considered a serious matter
7. Accounting clerk or designee should sign weekly comparison of forms to refund report.
8. Accounting clerk or designee should do periodically contact customers to verify customer's receipt of proceeds for refund now transactions. Forms should be filed
9. At no time shall any subsequent payments be recorded to cash receipts system and shown as subsequent transaction(s) to cashier's cash journal after uploading all cashier's journals to the general ledger system for Treasury Division review
10. Accounting clerk should maintain a spreadsheet of dates of uploading daily deposits to general ledger for processing by Treasury Department
11. Additional language recommended for procedures for change funds
12. Additional language recommended for storage and security of cash drawers and authorized use
13. Additional language recommended for customer signed receipts and forms for cash now refunds at the Pier location to be sent to Accounting Clerk for review
14. Cashiers will use standardized cash journal form of the Treasury Division to promote accuracy and completeness of daily balancing of daily cash receipts
15. Cross-reference City's credit card policy recommended as exhibit to procedures
16. In the future, update policy and procedures for tennis court reservation module
17. For segregation of duties section, additions or language recommended for system codes, journal refunds, cash refunds now, refunds by Finance staff, payment reversals, and a legend for all tender types including account numbers from 01 to 99
18. Require training and documented sign-off of tier access security revisions, policy and procedures revisions with signed approval by Park and Recreation Administrator's with effective date for updated policy and procedures
19. Require documented sign-off of Parks and Recreation staff after training
20. Revise security tiered access and prohibit the retro-dating of transactions
21. In future, policy and procedures updated procedures for procurement cards
22. Revise safe logs to record pick-up dates
23. Finance refunds should be mailed to customers and not returned to Parks staff

## 10. City Attorney: Technical Assistance Agreement for NW CRA Microenterprise Loans – Revenue $1.1 Million

**Summary and Results**

At request of Assistant City Attorney, technical assistance was performed to verify disbursements for original loans of $1,021,550, payments of $345,212 and outstanding loan balances of $786,436 at 9/14 for NW CRA microenterprise loans. Microenterprise

loans on excel spreadsheets for annual balances was reconciled to actual general ledger disbursements. The outstanding loan balances appeared to be understated by $30,000 or 3% for two loans of $15,000 for loans 60 and 61. With the additional $30,000 for loans, initial loan balances was corrected to $1,051,000 in FY15.

## 11. JP Morgan Chase Purchase Card Services: Pilot Program Review – Estimated Annual Expenditures $ 500,000

**Summary**

As part of the transition of banking services to JP Morgan Chase (JPMC), Purchasing and Finance decided to implement a Procurement Card Program (P-Card). Procurement cards were credit cards issued to employees for the purchase of City goods and services. The P-Card program was expected to replace 75%-80% of small purchase transactions between $1 and $5,000 leading to efficiencies and time savings.

**Scope**

A sample of transactions for the period 9/14 through 3/9/15 was reviewed to evaluate:

- Current policy and procedures dated 11/14
- Transactions of $75,000 during the pilot program period
- Data transfer from the bank (SmartData) to City's Financial System
- Reconciliation process between the bank and City's Financial System
- Dollar thresholds for daily and monthly expenditures for operating needs
- Percentage of materials expenditures for Building Maintenance repairs versus
- recorded material expenditures for work orders for five months from 10/14 to 2/15
- Percentage of materials expenditures for Building Maintenance repairs versus
- recorded material expenditures for work orders for five months for FY12
- Audit trail for new stand-alone work order system in Public Works as of 8/15

**Standards**

- Procurement Card Policies and Procedures – Effective 11/14
- General Services Purchasing Policy – Effective 2/13
- P-Card training by General Services Staff was a key control
- Finance P-Card Procedures
- General ledger expenditures for materials for building maintenance repairs versus
- recorded materials in work order system for five months from 10/14 to 2/15
- General ledger expenditures for materials for building maintenance repairs versus
- recorded materials in work order system for five months for FY12
- Written Policies and Procedures of 8/15 for new stand-Alone Work Order System

**Results: 8 Findings Resulted in Risk Ratings From Yellow (Moderate) To Red (High). 5 Recommendations Implemented & Reduced Risk To A Green Rating.**

1. All transactions reviewed complied with city procurement policy
2. Current policies and procedures were adequate for the pilot program; revisions to minimize identified risks were implemented as of 8/15 given City-wide roll out of P-Card program

3. Data transfer from SmartData to Naviline has been successful for transactions through 3/15; recommendation implemented for automation of manual reconciliation as of 10/15
4. The review process for transactions posted in SmartData was not done by the department head or designee. Equivalent control recommended for department review by P-card envelope sign-off prior to submission of P card transactions to Finance Department at month end. Recommendation implemented as of 7/15
5. Automatic data transfer between Naviline general ledger and work order sub-system was posting incorrect ledger account. Recommendation implemented to post correct account as of 6/15
6. From 10/14 to 2/15, comparison of general ledger materials expense for building maintenance repairs showed only 21% or $18,705 were recorded on City work orders, use of 79% or $69,124 was unknown. For P-cards' material purchases, 52% or $16,016 were recorded on City work orders while actual use of remaining 48% or $14,682 in City expenditures was unknown
7. For FY12, purchase order expenditures for materials for repairs shipped to building maintenance division was $82,072. 46% or $35,509 were recorded on work orders while actual use of remaining 57% or $46,563 in City expenditures was unknown
8. As of 8/15, stand-alone work order system replaced City's integrated system so automated audit trail does not longer exist. New system purchased to provide management reports not available in prior system. Recommendation was implemented to document audit trail. As of 8/15, work order number on vendor invoices/receipts will be recorded and scanned on a daily basis

## 12. Change Order For Engineering And Third Floor Renovations - $300,000

**Summary and Scope**

At the request of the City Manager, an internal audit was done on the City Hall third floor renovation which was a CIP. The request was made to determine how the $300,000 change order occurred. The change order was approved at the 7/28/15 City Commission meeting. The detailed audit report was issued on 9/25/15.

Contractor's submitted job order cost modifications and total costs for four phased renovations, so four change orders should have been submitted from 2/15 to 7/15.
11 findings resulted in a high (red) risk rating and 8 recommendations were made to reduce the risk rating to low (green). With the exception of recommendation #6, the recommendations will be implemented from 9/15 through 1/16. A follow-up of the implementation status of the recommendations will be done in 3/16. Recommendation #6 will not be implemented. Instead,

- A future simplification of job titles was planned to produce two categories: Engineering Project Managers or Engineering Inspectors
- Staff would acquire exposure to vertical and horizontal construction via future mentoring. Projects would be rotated so staff would become versatile in all facets

**Results: 11 Findings: A red (high) risk rating assigned due to non-compliance with policy**

1. Pricing tests indicated compliance with the contract. Credits within the change order were reasonable
2. Architect's oversight for contract administration was weakened. Significant turnover occurred among five project managers with responsibilities for project coordination
3. Effective 12/3/14, a re-organization transferred CIP management from the Engineering Division to the new CIP division. However, an apparent lack of clarity existed after the re-organization which resulted in break-downs in CIP project management, budgetary control, supervisory reporting and non-compliance with City's change order policy
4. Also, non-compliance with City's change order policy was reported to result from lack of prior experience and training with the change order processes and policy
5. Throughout the third floor renovation, the City's Construction Manager requested the Contractor to obtain written approval from the Development Services Director. Timely approvals were obtained from 10/14 through 2/15 and subsequent approvals were obtained from 6/15 to 7/15. However, written approvals were reported as client submittal approvals as opposed to budgetary approvals. This approval process failed to provide adequate budgetary controls and written budgetary approval of Construction Manager's supervisor for change order compliance
6. Construction Manager was assigned to this project and a Civil Engineer was not assigned as the third floor renovation project was deemed a non-complex project. Policies/procedures did not exist for staff assignments which were based on judgment.
7. Non-compliance was found due to expiration of contract construction days
8. Increased risks for non-compliance with change order policy existed for job order contracts for unprocessed change order given the prior approval of unit cost prices
9. Increased risks existed for contract payments for base contract when Contractor's cost for completed, additional work for unprocessed change order exceeded the amount of available project contingency
10. Although Code of Ordinances permitted contracts with national cooperatives, the Purchasing manual did not provide procedures for national cooperative contracts
11. At times, the City's plans for third floor were incorrect. The amount of Contractor's base contract would have been higher if these inaccuracies had not occurred

**8 Recommendations Made To Reduce Risk Rating To Low (Green) And Enhance Policy And Promote Training And Compliance With Policy**

1. The City should review change order policy and, if deemed appropriate, update dollar thresholds for City Commission's approval to minimize after the fact change orders
2. To promote compliance with change order policy, all Civil Engineers, Project Managers, Construction Managers, Purchasing staff and department heads should be trained in change order policy and change order form should be revised, as needed
3. To document completion of training, all current and future Civil Engineers, Project Managers and Construction Managers should formally sign training forms
4. Given the 12/14 re-organization of CIP management, existing Engineering/CIP policies and procedures should be transferred, completed and updated
5. Written policies and procedures should be created by new CIP and Utilities CIP divisions to provide written guidance for assignment of personnel to CIP projects

6. Written policies and procedures should be created by new CIP and Utilities CIP Divisions to provide written guidance for project management of non-complex versus complex CIP projects and staff assignments. Scope of work and number of sub-contractors should be considered
7. Written policies and procedures should be created by General Services Director for future use of job costing contracts through national purchasing cooperatives
8. Written policies and procedures should be created for timely monitoring of contract construction days, non-compensatory time extensions and assessment of liquidated damages for contract non-compliance

### 13. Public Works -Technical Assistance - $67,525

**Summary and Scope**
Technical assistance given to provide State report.

**Standards**
- Records access controls and records retention
- Financial recordkeeping and reporting

**Results: Low (green) risk rating assigned because report was filed timely**
Report submitted for Pier Submerged Land Lease # 060129546 - $67,525 Expenses
- Land lease agreement with Florida Department of Environmental Protection
- Florida Administrative Code Chapter 18-21.011, (1)(b)(7) for waived fees
- Compliance audit for 4/13 to 3/14 for City as lessee of wet slip at municipal pier
- Certified revenues of zero dollars and depreciation expenses of $67,525

## Section III. Current and Future Projects

### 1. Retroactive Revenue for Communications Service Taxes (CST) 2001 - 2008 for Comcast, Deerfield Beach Comparison to Pompano Beach - $4.5 Million

Internal Audit staff will review the CST adjustment due to the City of $4.5 million. Also, a bi-annual audit will be scheduled in the future.
- By request of Finance Director, Internal Audit will schedule a bi-annual review of communications service taxes. Comparison of large payments by providers to abutting jurisdictions and to the City will anticipate payment errors
- 5/14, the Finance Director notified Internal Auditor of $4.5 million annual adjustment for 2014
- 5/14, Internal Audit staff forwarded the State's request to execute a new confidentially agreement to the Finance Department. The prior agreement was expired. Internal Audit staff and Treasury staff will review the $4.5 million annual adjustment
- State informed City 11/14 that an adjustment amount of $4.5 million would be distributed in monthly payments beginning 3/15 or 4/15. This monthly adjustment amount will be added to the regular monthly revenue received for City CST

## 2. Strategic Plan 6.2.3: FY15-FY16 Information Technology (IT) Security and Controls Audit – IT Operating Budget of $2.2 Million

As part of the City's Strategic Plan for FY15, Internal Audit committed to a strategic objective to perform an IT control and security audit annually. An audit of IT controls and security was started, but later rescheduled for FY15-16, due to a higher priority audit requested. IT Department has an operating budget of $2.2 million.

Internal Audit staff will work with IT and other departments to review the Identity and Access management processes relating to access to City Network(s). This audit will include Naviline (Financial System) and review of security reports for network breaches.

The audit will cover:

- Administration – how the identity and access policy and procedures are developed and maintained for the Network and Naviline
- Provisioning and De-provisioning – how access is granted, monitored, and/or removed in the operating environment
- Enforcement – how the process prevents, detects, and manages attacks and actual breaches

Meeting Date: 10/27/2015 Agenda Item 28

REQUESTED COMMISSION ACTION: QUASI-JUDICIAL

| Consent | Ordinance | X Resolution | Consideration/ Discussion | Presentation |
|---|---|---|---|---|
| ___ | ___ | ___ | ___ | ___ |

SHORT TITLE: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING CITY STAFF'S LETTER OF NO OBJECTION TO AMENDMENT OF NOTATION ON THE POMPANO BEACH COMMERCE CENTRE PLAT; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The property owner, My Storage Bin, LLC, has requested to amend the plat note on the Pompano Beach Commerce Centre plat. The applicant is currently building Phase I of a self-storage facility on the site located at 51 NE 10th Street, and anticipates building Phase II in the next five years. The existing note currently reads "This plat is restricted to 80,000 square feet of self-storage warehouse use, including one caretaker unit." "The proposed note would read, "This plat is restricted to 250,000 square feet of self-storage warehouse use, including one caretaker unit." (Therefore the plat would allow for an additional 170,000 square feet.) Staff has no objections to the change.

(1) Origin of request for this action: Michael Vonder Meulen, AICP of Keith & Associates
(2) Primary staff contact: Maggie Barszewski/ Robin M. Bird Ext. 7921
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Dev. Serv. Dept. | 10/6/2015 | Approval | |
| City Attorney | 10/9/2015 | | CAC #2016-37 |

___ Advisory Board

X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | Resolution | Consideration | |
|---|---|---|---|
| Workshop | | | |
| 1st Reading | 1st Reading | Results: | Results: |
| 2nd Reading | | | |

G:\Zoning 2009\Plats\2015\plat note amendments\15-140000013 My Storage Bin\Agenda Item Pompano Commerce Park Centre PNA 15-559.doc

**City Attorney's Communication #2016-37**
October 9, 2015

**TO:** Maggie Barszewski, AICP, Planner

**FROM:** Mark E. Berman, City Attorney

**RE:** Resolution – Pompano Commerce Centre Plat Note

As requested in your memorandum of October 6, 2015, Department of Development Services Memorandum #15-546, the following form of resolution, relative to the above-referenced matter, has been prepared and is attached:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING CITY STAFF'S LETTER OF NO OBJECTION TO AMENDMENT OF NOTATION ON THE POMPANO BEACH COMMERCE CENTRE PLAT; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

MARK E. BERMAN

MEB/jrm
l:cor/dev-srv/2016-37

Attachment

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING CITY STAFF'S LETTER OF NO OBJECTION TO AMENDMENT OF NOTATION ON THE POMPANO BEACH COMMERCE CENTRE PLAT; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That city staff's letter of no objection to amendment of notation on the Pompano Beach Commerce Centre Plat, a copy of which letter is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved and authorized.

**SECTION 2.** That the proper city staff is hereby authorized to forward said letter to Broward County.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____ day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

GBL/jrm
10/9/15
l:reso/2016-16

pompano beach
Florida's Warmest Welcome

Development Services Department
Robin M. Bird, Director
Planning and Zoning Division
City of Pompano Beach, Florida

100 W. Atlantic Boulevard, Pompano Beach, Florida 33060 | p: 954.786.4629 | f: 954.786.4044

October 6, 2015

Peggy Knight
Broward County Development and Environmental Regulation
1 North University Drive, Suite 102-A
Plantation, FL 33324

RE: Pompano Beach Commerce Centre, Plat Book 179, Page 91

Dear Ms. Knight:

The City of Pompano Beach has no objection to amendment of notation on the Pompano Beach Commerce Centre Plat. The change to the note is, as follows:

**From:**
This plat is restricted to 80,000 square feet of self-storage warehouse use, including one caretaker unit.

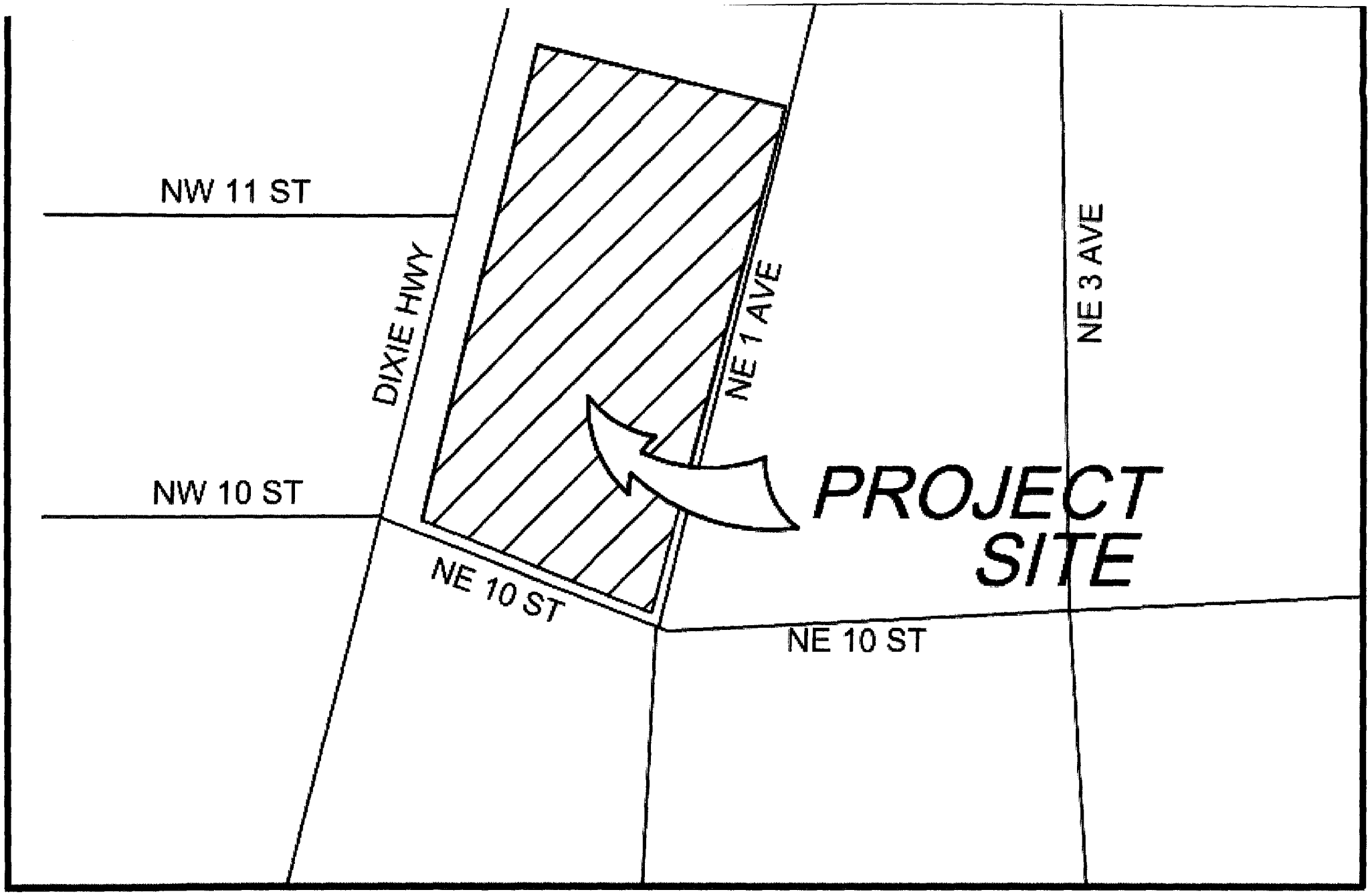
**To:**
This plat is restricted to 250,000 square feet of self-storage warehouse use, including one caretaker unit.

If we may be of further assistance, please contact me at 954.786.7921.

Sincerely,

Maggie Barszewski, AICP
Planner

G:\Zoning 2009\Plats\2015\plat note amendments\15-140000013 My Storage Bin\Pompano Commerce Centre pna 10615 No Obj Letter.doc




# VICINITY MAP

(NOT TO SCALE)

AMENDED
50314/1723

# "POMPANO BEACH COMMERCE CENTRE"

A REPLAT OF PORTION OF LOTS 7 & 8 IN THE NORTHEAST ONE QUARTER (NE 1/4) OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

CFN # 109374159,
Page1 of 2
Recorded 06/10/2010 at 08:04 AM

SHEET 1 OF 2

#28

## DESCRIPTION:

**A parcel of land in the Northeast 1/4 of Section 35, Township 48 South, Range 42 East, PLAT OF THE SUBDIVISION OF SECTION 35, TOWNSHIP 48 SOUTH RANGE 42 EAST, according to the plat thereof, as recorded in Plat Book B, Page 76 of the Public Records of Dade County, Florida, said parcel being more particularly described as follows:**

BEGINNING on the North line of the Northwest 1/4 of the of the Southeast 1/4 of the Northeast 1/4 of Section 35; thence run due East 232.59 feet (on an assumed bearing) along said North line, to an intersection with a line 223.78 feet East of, as measured at right angles, and parallel to said Easterly right-of-way line of the Florida East Coast Railroad; thence run South 15°49'17" West 622.10 feet along said parallel line, also forming the Westerly right-of-way line of Northeast 1st Avenue, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25.00 feet and a central angle of 65°47'48", run Southwesterly 37.44 to a point of compound curvature, on the Northerly right-of-way line of Northeast 10th Street; thence along said Northerly right-of-way line, on the arc of a curve to the right, having a radius of 210 feet and a central angle of 09°29'58", run Northwesterly 34.82 feet, to a point of tangency; thence run North 68°52'57" West along said Northerly right-of-way line, being the tangent extended, to a intersection with said Easterly right-of-way line of Florida East Coast Railroad; thence run North 15°49'17" East 567.79 feet along said Easterly right-of-way line, to the POINT OF BEGINNING. Said lands situate in Pompano Beach, Broward County, Florida, containing 3.127 acres, more or less.

## DEDICATION:

Know all men by these presents that POMPANO BEACH COMMERCE CENTRE, LLC, a Florida Limited Liability Company, owners of the lands described hereon, have caused said lands to be surveyed, subdivided and platted in the manner shown hereon. Said plat to be known as "POMPANO BEACH COMMERCE CENTRE", a replat.

All easements shown hereon are dedicated for the use of the public for proper purposes. All road rights-of-way are dedicated in fee simple to the public for proper purposes.

IN WITNESS WHEREOF, POMPANO BEACH COMMERCE CENTRE, LLC, a Florida Limited Liability Company, set their hand and seal this 1st day of June, 20[illegible]

POMPANO BEACH COMMERCE CENTRE, LLC

Witness
Print Name: RICHARD W. MOGERMAN

Witness
Print Name: MARY HOLMBERG

Jr., Manager

## ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF BROWARD S.S.

BEFORE ME personally appeared [illegible] as Manager of POMPANO BEACH COMMERCE CENTRE, LLC, a Florida Limited Liability Company, to me well known to be the person described in and who executed the foregoing dedication, personally appeared before me and acknowledged to and before me the foregoing instrument of dedication for the purposes therein expressed.
He did not take an oath.

Witness my hand and official seal this 1st day of June 2010

NOTARY PUBLIC - STATE OF FLORIDA
Ronald Brasley
Commission #DD565383
Expires: MAR. 18, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

Notary Public

## MORTGAGE DEDICATION:

Know all men by these presents that: STONEGATE BANK, a Florida Banking Corporation, holder of the mortgage of the lands described hereon as recorded in Official Records Book 42405, Page 1455 of the Public Records of Broward hereby joins in the foregoing dedication as shown hereon.

STONEGATE BANK

Witness:
Print Name: Staci Bluestein

EVP

Witness:
Print Name: Nelissa Nerlini

## MORTGAGE ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF BROWARD S.S.

I hereby certify that: Steven Sanzone, as EVP of STONEGATE BANK, to me well known to be the persons described in the foregoing dedication, personally appeared before me on this day and acknowledged to and before me the execution of the foregoing instrument of dedication for the purposes therein expressed. He did not take an oath.

IN WITNESS WHEREOF: I have hereunto set my hand and seal this 8th day of June, 2007.

My commission expires:

Notary Public LORI CORREA

LORI CORREA
MY COMMISSION # DD 567338
EXPIRES: July 29, 2010
Bonded Thru Notary Public Underwriters

## CITY ENGINEER:

This plat is approved for record this 19th day of March, 200[illegible]

By:
Helen Gray, P.E. - City Engineer

## CITY OF POMPANO BEACH PLANNING AND ZONING BOARD:

This is to certify that the Planning and Zoning Board of Pompano Beach, Florida, has approved and accepted this Plat this _____ day of _____, 200__

By:
George Rivek, Chairman

This 26 day of MARCH, 2008

## CITY OF POMPANO BEACH CITY COMMISSION:

This is to certify that this plat has been approved for recording by the City of Pompano Beach, Florida, and passed by Resolution No. 2008-87 This 11 day of December, 2008.

No building permits shall be issued for the construction, expansion, and/or conversion of a building within this plat until such time as the developer provides this municipality with written confirmation from Broward County that all applicable impact fees have been paid or are not due.

Attest:

By:
Lamar Fisher, Mayor

This 14th day of January, 2008

By:
Mary L. Chambers, City Clerk

This 15th day of January, 2008

## BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT COUNTY RECORDS DIVISION - RECORDING SECTION:

This instrument was filed for record this 10 day of June 2010, and recorded in Plat Book 179 Page 91, record verified.

Attest: Bertha Henry
County Administrator

By: Renee Palmer
Deputy

COUNTY COMMISSIONERS
CREATED OCT 1st 1915
BROWARD COUNTY, FLORIDA

## BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT COUNTY RECORDS DIVISION-MINUTES SECTION:

This is to certify that this plat complies with the provisions of Chapter 177, Florida Statutes, and was accepted for record by the Board of County Commissioners of Broward County, Florida, this 13 day of May 2008.

Attest: Bertha Henry
County Administrator

By: [illegible]
Mayor - County Commission

Deputy

COUNTY COMMISSIONERS
CREATED OCT. 1ST 1915
BROWARD COUNTY, FLORIDA

## BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION:

This plat was approved and accepted for record.

By: 6/3/10
Richard Tornese — Date
Director of Engineering
Florida Professional Engineer
Florida Registration Number 40263

By: 6/2/10
Robert P. Legg, Jr. — Date
Professional Surveyor and Mapper
Florida Registration Number LS 4030

## BROWARD COUNTY PLANNING COUNCIL:

This is to certify that the Broward County Planning Council approved this plat subject to its compliance with the dedication of rights-of-way for traffic ways this 23 day of August 2007

By: 04/24/2008
Chairperson — Date

This plat complies with the approval of the Broward County Planning Council of the above date and is approved and accepted for record this 2 day of June 2010.

By:
Executive Director or Designee

## BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT:

This Plat is hereby approved and accepted for record.

By: 6-3-10
Director/Designee — Date

## SURVEYORS CERTIFICATE:

I hereby certify: That the attached plat is a true and correct representation of the lands recently surveyed, subdivided and platted under my responsible direction and supervision. That the survey data complies with the applicable requirements of Chapter 177, Part 1, Florida Statutes and with the applicable section of Chapter 61G17-6, Florida Administrative Code. And further that the Permanent Reference Monuments (PRM's) were set this 4th day of September 2007 in accordance with section 177.091 of said Chapter 177. The Benchmarks shown hereon are referenced to the National Geodetic Vertical Datum (NGVD) of 1929 and were established in conformity with standards adopted by the National Ocean Survey for third order vertical control.

Dated this 4th day of September 2007, in Broward County, Florida.

Mikki H. Ulrich
Professional Surveyor and Mapper
No. 5853
State of Florida

DENI LAND SURVEYORS, INC.
Certificate of Authorization LB Number 7381

Prepared By:
DENI LAND SURVEYORS, INC.
1991 N.W. 35TH AVENUE, COCONUT CREEK, FLORIDA 33066
PHONE (954)973-7966 FAX (954)979-0343

OFFICIAL COPY

# "POMPANO BEACH COMMERCE CENTRE"



A REPLAT OF PORTION OF LOTS 7 & 8 IN THE NORTHEAST ONE QUARTER (NE 1/4) OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, GEO. O. BUTLER SUBDIVISION PB B, PG 76, DCR), CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

## NOTES:

1. ◎ P.R.M. Indicates Permanent Reference Monument (6" round, 24" long concrete monument with aluminum disk stamped DENI LAND SURVEYORS, PRM, LB #7281)

2. Bearings shown hereon are based on assumed meridian. The bearing reference line is the East line of the Northeast 1/4 of Section 35-48-42. Said line bears North 01°23'20" East.

3. B.M. elev. where indicated refers to benchmark elevation.

4. Benchmarks shown hereon are referenced to the National Geodetic Vertical Datum (N.G.V.D.) of 1929 and are based on Broward County Benchmark No. 693; Northwest rim of manhole, Northwest 3rd Avenue and Northwest 10th Street; elevation= +12.810'.

5. NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

6. Gross area: 136,223 SF 3.127 acres
New area: 133,185 SF 3.058 acres

7. This plat is restricted to: 10,000 square feet of commercial use and 60,000 square feet of warehouse use. No free standing or drive-thru bank facilities are permitted on this plat. No commercial/retail uses, industrial uses or stand alone office uses are permitted within the warehouse use without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts. Warehouse buildings are further restricted to no more than 30% ancillary office per bay or single tenant building.

   Any structure within this plat must comply with Section IV D.1.f., Development Review Requirements, of the Broward County Land Use Plan, regarding hazards to air navigation.

   This note is required by Chapter 5, Article IX, Broward County Code of Ordinances and may be amended by approval of the Broward County Board of County Commissioners. The notation and any amendments thereto are solely indicating the approved development level for property located within the plat and do not operate as a restriction in favor of any property owner including an owner or owners of property within this plat who took title to the property with reference to this plat.

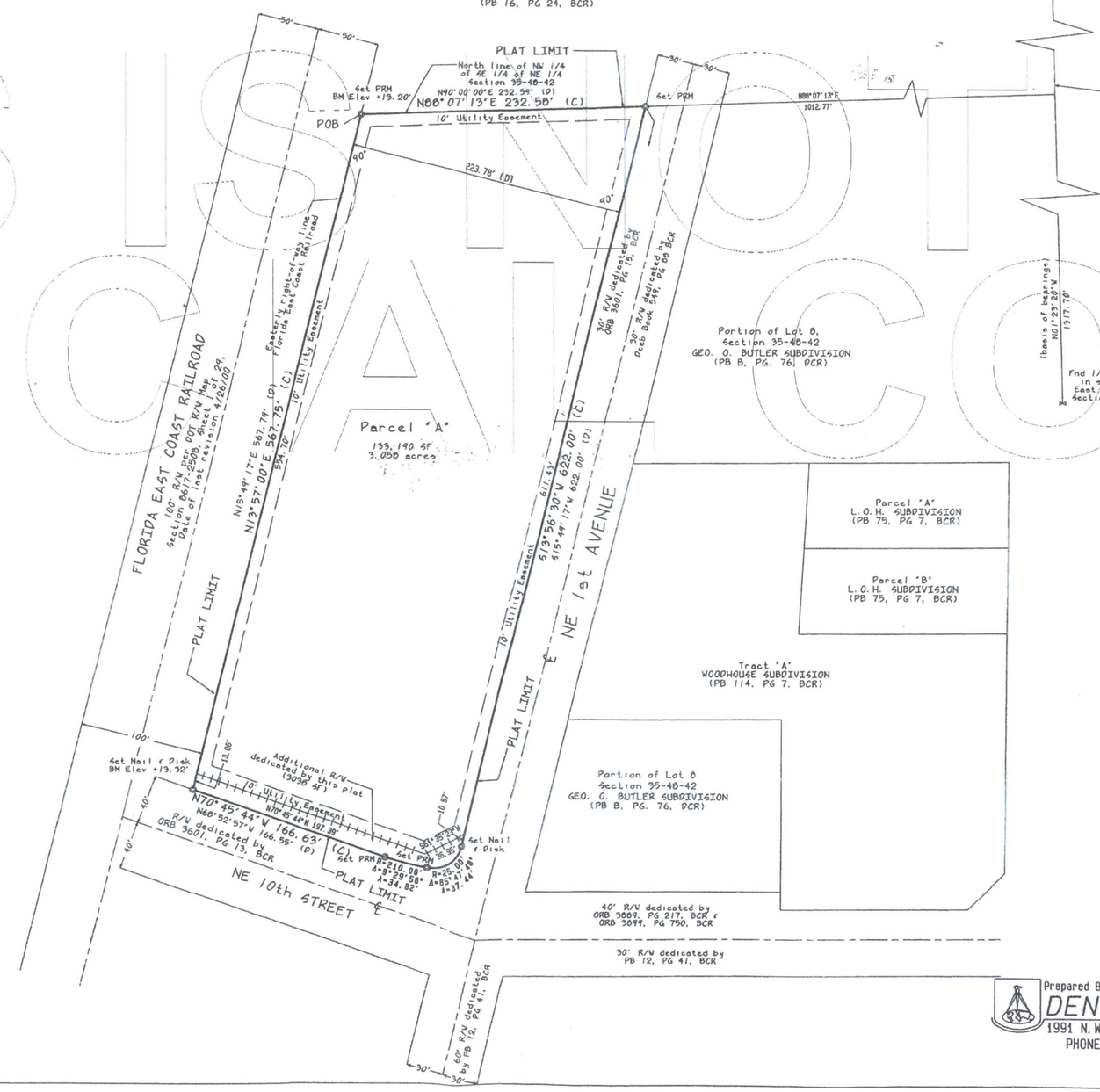
8.
a) If a building permit for a principal building (excluding dry models, sales and construction offices) and first inspection approval are not issued by May 13, 2013, which date is five (5) years from the date of approval of this plat by Broward County, then the County's finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County makes a subsequent finding that the application satisfies the adequecy requirements set forth within the Broward County Land Development Code. The owner of the property shall be responsible for providing evidence to Broward County from the appropriate governmental entity documenting compliance with this requirement within the above referenced time frame; and/or

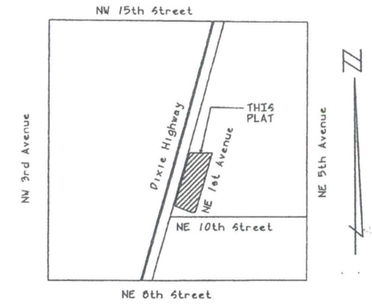
b) If project water lines, sewer lines, drainage and the rock base for internal roads are not issued by May 13, 2013, which date is five (5) years from the date of approval of this plat by Broward County, then the Conty's finding of adequecy shall expire and no additional building permits shall be issued until such time as Broward County makes a subsequent finding that the application satisfies the adequecy requirements set forth within the Broward County Land Development Code. This requirement may be satisfied for a phase of the project, providing a phasing plan has been approved by Broward County. The owner of the property shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame.

9. The following note is required by the Broward County Surveyor pursuant to Chapter 177.091, subsection (28), Florida Statutes: Platted utility easements are also easements for the construction, installation, maintenance and operation of cable television services; provided, however, no such construction, installation, maintenance and operation of cable television services shall interfere with the facilities and services of electric, telephone, gas or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This does not apply to private easements granted to or obtained by a particular electric, telephone, gas or other public utility. Such construction, installation, maintenance and operation shall comply with the National Electric Safety Code as adopted by the Florida Public Service Commission.

10. All facilities for the distribution of electricity, telephone and cable television shall be installed underground.

11. Sidewalks will be installed along all street frontages and included with a principal building.




NE 1/4 Section 35-40-42
LOCATION SKETCH
(not to scale)

SCALE: 1" = 50'

GRAPHIC SCALE 1" = 50'
0' 50' 100' 150'

LEGEND:
A - Arc length
BCR - Broward County Records
(C) - Calulated measurement
℄ - Centerline
(D) - Deed measurement
DCR - Dade County Records
DOT - Department of Transportation
ID - Indentification
LB - Licenced Business
No. - Number
ORB - Official Records Book
PB - Plat Book
PCP - Permanent Control Point
PG - Page
POB - Point of Beginning
R - Radius
R/W - Right-of-Way
S.F. - Square footage
Sub. - Subdivision
Δ - Central Angle
+++++ - Non-vehicular access line

Prepared By:
DENI LAND SURVEYORS, INC.
1991 N.W. 35TH AVENUE, COCONUT CREEK, FLORIDA 33066
PHONE (954)973-7966 FAX (954)979-0343

FIELD BOOK: 103-

THIS IS NOT A LEGAL COPY

Meeting Date: October 27, 2015 Agenda Item 29

REQUESTED COMMISSION ACTION: **QUASI-JUDICIAL**

____ Consent X Ordinance ____ Resolution ____ Consideration ____ Workshop

SHORT TITLE AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, ABANDONING A CERTAIN TWENTY EIGHT FOOT WIDE PORTION OF THE RIGHT-OF-WAY FOR POWERLINE ROAD LYING EAST OF POWERLINE ROAD AND NORTH OF SOUTHWEST 15TH STREET (W. MCNAB ROAD); PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The Petitioner is requesting to abandon a 28-foot portion of the Right-of-Way located at 1400-1442 S. Powerline Road. In 1985, the subject property was dedicated by the Powerline/McNab Commercial Plat. There is an FPL easement that is being retained on the property. In 1989, the Broward County Engineering Division made a reduction to the amount of required Right of Way necessary for Powerline Road from 200 feet to 144 feet for this area. If this request is approved, the applicant intends to use the area for additional parking. This request was recommended for approval unanimously by the Planning & Zoning Board with conditions that have been met prior to placement on this agenda.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: 1400 Investments LLC
(2) Primary staff contact: Maggie Barszewski / Robin Bird Ext. 7921
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Dev. Services | 8/14/2015 | Approval | P&Z # 15-433 |
| City Attorney | 9/17/2015 | | CAC # 2015-1644 |

X Planning & Zoning Board P&Z Memo # 15-060 (9/1/2015)

x City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | | Resolution | | Consideration | Workshop |
|---|---|---|---|---|---|
| 1st Reading | 10/13/15 | 1st Reading | | Results: | Results: |
| Approved | | | | | |
| 2nd Reading | 10/27/15 | | | | |

**City Attorney's Communication #2015-1644**
September 17, 2015

**TO:** Maggie Barszewski, AICP, Planner

**FROM:** Mark E. Berman, City Attorney

**RE:** Ordinance to Vacate a Portion of a Platted Right-of-Way for Powerline Road

As requested in your memorandum of September 17, 2015, Department of Development Services Memorandum #15-512, the following form of Ordinance, relative to the above-referenced matter, has been prepared and is attached:

> **AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, ABANDONING A CERTAIN TWENTY EIGHT FOOT WIDE PORTION OF THE RIGHT-OF-WAY FOR POWERLINE ROAD LYING EAST OF POWERLINE ROAD AND NORTH OF SOUTHWEST 15TH STREET (W. MCNAB ROAD); PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

MARK E. BERMAN

MEB/jrm
l:cor/dev-srv/2015-1644

Attachment

**ORDINANCE NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, ABANDONING A CERTAIN TWENTY EIGHT FOOT WIDE PORTION OF THE RIGHT-OF-WAY FOR POWERLINE ROAD LYING EAST OF POWERLINE ROAD AND NORTH OF SOUTHWEST 15TH STREET (W. MCNAB ROAD); PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City notifying the public of this proposed Ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

**WHEREAS**, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; and

**WHEREAS,** the City Commission has received a request for the abandonment of a twenty eight foot wide portion of the right-of-way for Powerline Road lying east of Powerline Road and north of Southwest 15th Street (W. McNab Road); and

**WHEREAS,** the Planning and Zoning Board has made its recommendation upon said request; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA**:

**SECTION 1.** It is hereby found and determined by the City Commission that the public health, welfare, safety and necessity no longer require retention of any interest by the public in that certain portion of the right-of-way as more fully described below.

**SECTION 2.** It is hereby further found and determined that abandonment and vacation of that certain portion of the right-of-way will not have a detrimental effect upon the surrounding property or area.

**SECTION 3.** That the City of Pompano Beach does hereby abandon and vacate the following described right-of-way:

**See Exhibit "A" attached hereto and incorporated herein as if set forth in full.**

**SECTION 4.** That the City Clerk is hereby instructed to record this Ordinance in the Public Records of Broward County, Florida.

**SECTION 5.** The City of Pompano Beach reserves for its own purposes, and for the purposes of all recognized public utility companies offering public utility services in the City to its customers including, but not limited to, Florida Power & Light Company, AT&T, TECO Peoples Gas, and Comcast Cable, the reservation of an easement forever for the construction, operation and maintenance of overhead and underground electric facilities (including wires, poles, guys, cables, conduits, buried cables, cable terminals, markers, splicing boxes and pedestals, manholes, amplifier boxes, pipes, gas transmission lines, water and sewer lines and all appurtenant devises and equipment) to be installed from time to time; with the right to construct, reconstruct, improve, add to, enlarge, change the voltage, change pressure, as well as the size of, and to remove such facilities or any of them, together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communication purposes, the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and obstructions within the easement area; the right to trim and cut and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the easement area

which might interfere with or fall upon the lines of systems of communication or power or telephone or gas transmission or distribution; and further reserves to the fullest extent, the right and power to grant, if at all, the rights herein granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property. The easement is described on Exhibit "A" attached hereto and incorporated herein by reference as if set forth in full.

**SECTION 6.** If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect any provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 7.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this _____ day of _____, 2015.

**PASSED SECOND READING** this _____ day of _____, 2015.

_____

**LAMAR FISHER, MAYOR**

**ATTEST:**

_____

**ASCELETA HAMMOND, CITY CLERK**

MEB/jrm
9/17/15
L:ord/2015-487

Exhibit A

FOR: 1400 Investments, LLC

# DESCRIPTION T ACCOMPANY SKETCH
## RIGHT-OF-WAY TO BE VACATED

## LEGAL DESCRIPTION:

A PORTION OF THE 50.00 FOOT RIGHT-OF-WAY FOR POWERLINE ROAD DEDICATED BY POWERLINE/McNAB COMMERCIAL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 123, PAGE 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT A, OF SAID POWERLINE/McNAB COMMERCIAL; THENCE NORTH 87°50'54" WEST, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 28.02 FEET; THENCE NORTH 00°14'07" EAST, ALONG A LINE 28.00 FEET WEST OF, AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT A, A DISTANCE OF 445.79 FEET; THENCE SOUTH 89°45'53" EAST, ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID TRACT A, A DISTANCE OF 28.00 FEET; THENCE SOUTH 00°14'07" WEST, ALONG THE WEST LINE OF SAID TRACT A, A DISTANCE OF 446.72 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA. CONTAINING 12,495 SQUARE FEET OR 0.287 ACRES MORE OR LESS.

## NOTES:

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING AND ARE REFERENCED TO THE WEST LINE OF TRACT A, POWERLINE/McNAB COMMERCIAL, PLAT BOOK 123, PAGE 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, WHICH BEARS NORTH 00°14'07" EAST.

THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.

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## CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17.052(5), (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER #271

THOMAS C. SHAHAN-FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER NO 4387
STATE OF FLORIDA

THE SKETCH OF SURVEY AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

G:\2015\15-0039 POWERLINE MCNAB COMM PLAT\DRAWINGS\SD-ROW VACATION

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN·THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

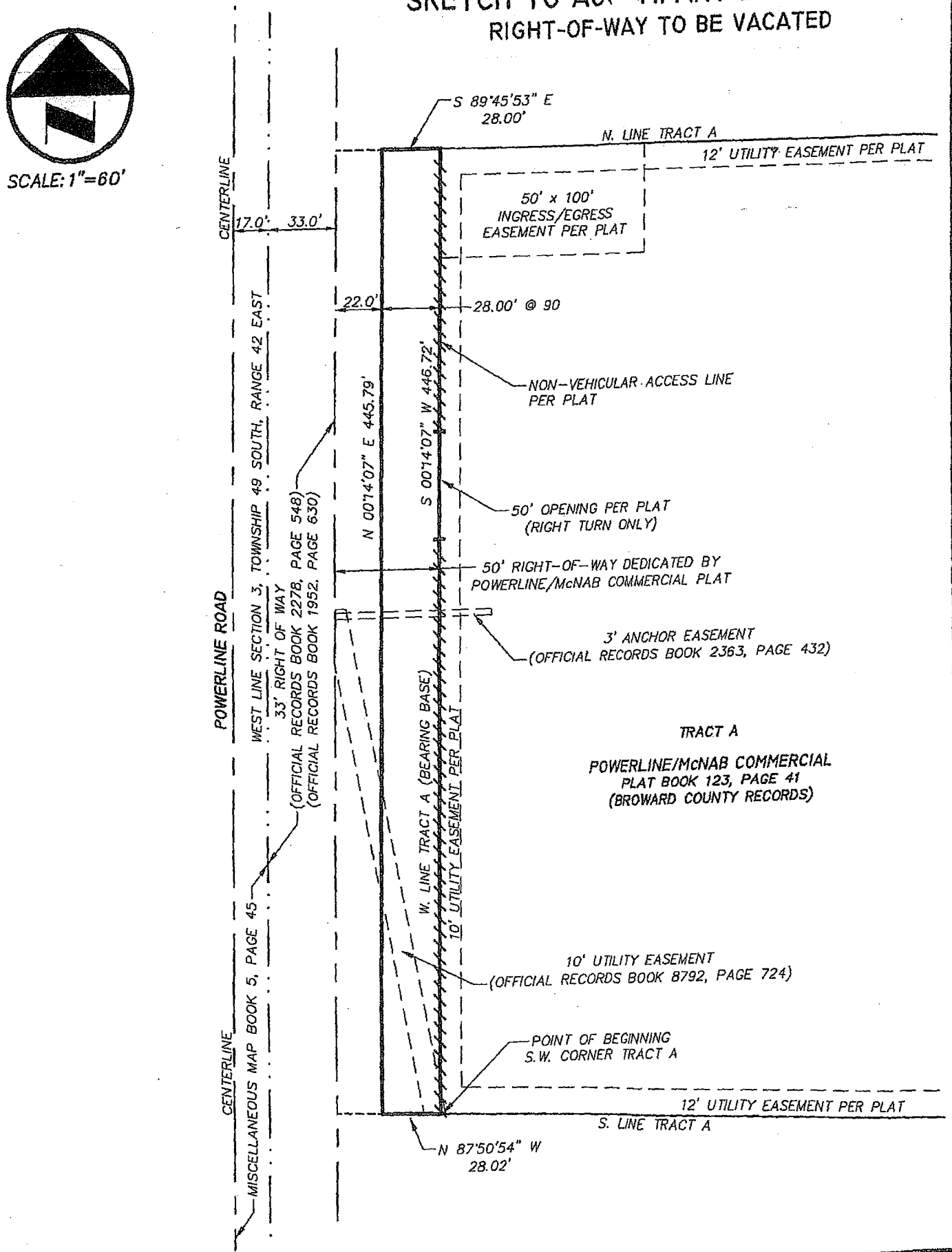
| UPDATES and/or REVISIONS | DATE | BY | CK'D |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

CRAVEN · THOMPSON & ASSOCIATES, INC.
ENGINEERS · PLANNERS · SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN·THOMPSON & ASSOCIATES, INC. AND SHALL

| | |
|---|---|
| JOB NO.: 15-0039-001 | SHEET 1 OF 2 SHEETS |
| DRAWN BY: T.S. | F.B. N/A PG. N/A |
| CHECKED BY: R.Y. | DATED: 06-12-15 |

# SKETCH TO AC( MPANY DESCRIPTION

## RIGHT-OF-WAY TO BE VACATED

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| | | |
|---|---|---|
| JOB NO.: 15-0039-001 | SHEET 2 OF 2 SHEETS | |
| DRAWN BY: T.S. | F.B. N/A | PG. N/A |
| CHECKED BY: R.Y. | DATED: 06-12-15 | |

# PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
# MEMORANDUM #15-060

**DATE:** September 1, 2015

**TO:** City Commission

**FROM:** Planning and Zoning Board/ Local Planning Agency

**SUBJECT:** RIGHT-OF-WAY ABANDONMENT
1400-1442 S POWERLINE RD
P & Z #15-18000001 1400 Investments, LLC Abandonment

---

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on August 26, 2015, the Board considered the request by the **1400 Investments, LLC** requesting ABANDONMENT OF THE EAST TWENTY-EIGHT (28)–FOOT PORTION OF A FIFTY (50)-FOOT RIGHT-OF-WAY on the above referenced property.

It is the unanimous recommendation of the Board that the RIGHT-OF-WAY ABANDONMENT request be approved with conditions for City Commission placement and to retain the bus stop.

Jerry Mills
Vice Chairman
Planning and Zoning Board/ Local Planning Agency

kem
G:\Zoning 2009\Vacation- Abandonments\2015\15-18000001 - 1400-1442 S. Powerline Rd\P&Z\P&Z Approval Memo 15-060.doc

pompano beach
Florida's Warmest Welcome

# MEMORANDUM

## Development Services

**MEMORANDUM NO. 15-433**

**DATE:** August 14, 2015

**TO:** Planning & Zoning Board

**VIA:** Robin M. Bird, Development Services Director

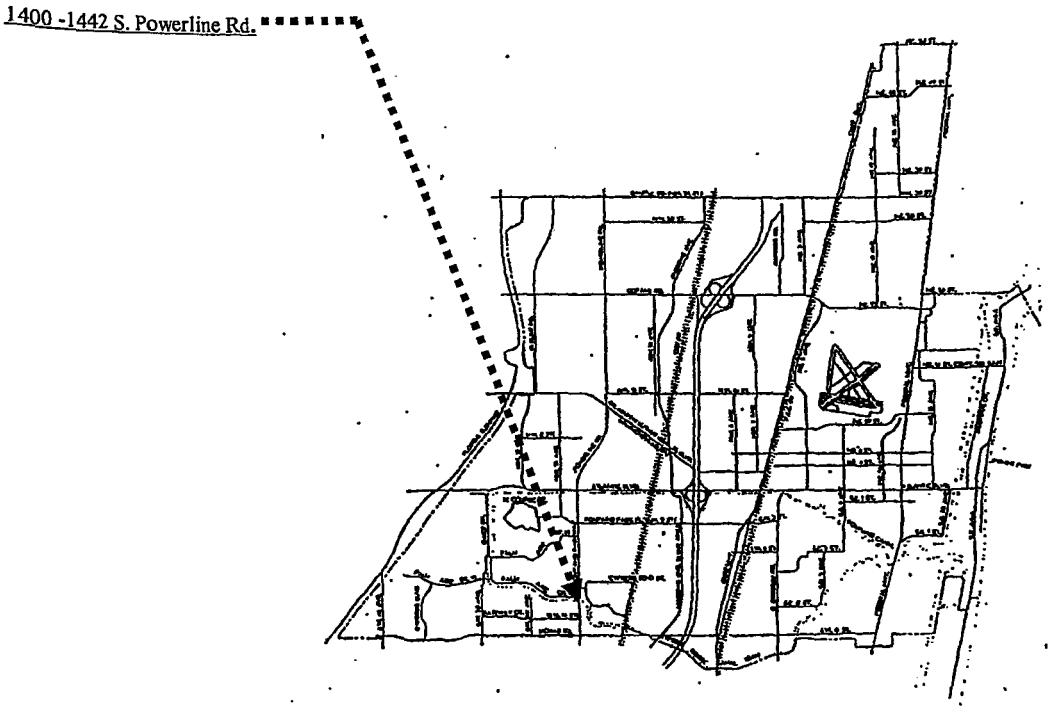
**FROM:** Maggie Barszewski, AICP, Planner

**RE:** Request for Abandonment of a 28-foot portion of R.O.W. on Powerline Road dedicated on the Powerline McNab Commercial Plat located at 1400-1442 S. Powerline Road

P & Z # 15-18000001

---

The Applicant is requesting the abandonment of the eastern 28-foot portion of a 50-foot platted right-of-way (R.O.W.) for Powerline Road (see Attachment I). In 1989, the Broward County Engineering Division made a reduction to the amount of required R.O.W. necessary for Powerline Road from 200 feet to 144 feet in total width for this area. The subject property was dedicated by the Powerline/McNab Commercial Plat located at 1400-1442 S. Powerline Road.



# LEGEND

## FOR LAND USE PLAN

| | Symbol | Classification Units/ Acre |
|---|---|---|
| | | Gross Residential Density |
| | | Residential |
| | E | Estate |
| | L | Low |
| | LM | Low- Medium |
| | M | Medium |
| | MH | Medium-High |
| | H | High |
| * | C | Commercial |
| | DPTOC | Downtown Transportation Oriented |
| | CR | Commercial Recreation |
| | I | Industrial |
| | T | Transportation |
| | U | Utilities |
| | CF | Community Facilities |
| | OR | Recreation & Open Space |
| | W | Water |
| | RAC | Regional Activity Center |
| | | Boundaries |
| | | City of Pompano Beach |
| | 13 | Number |

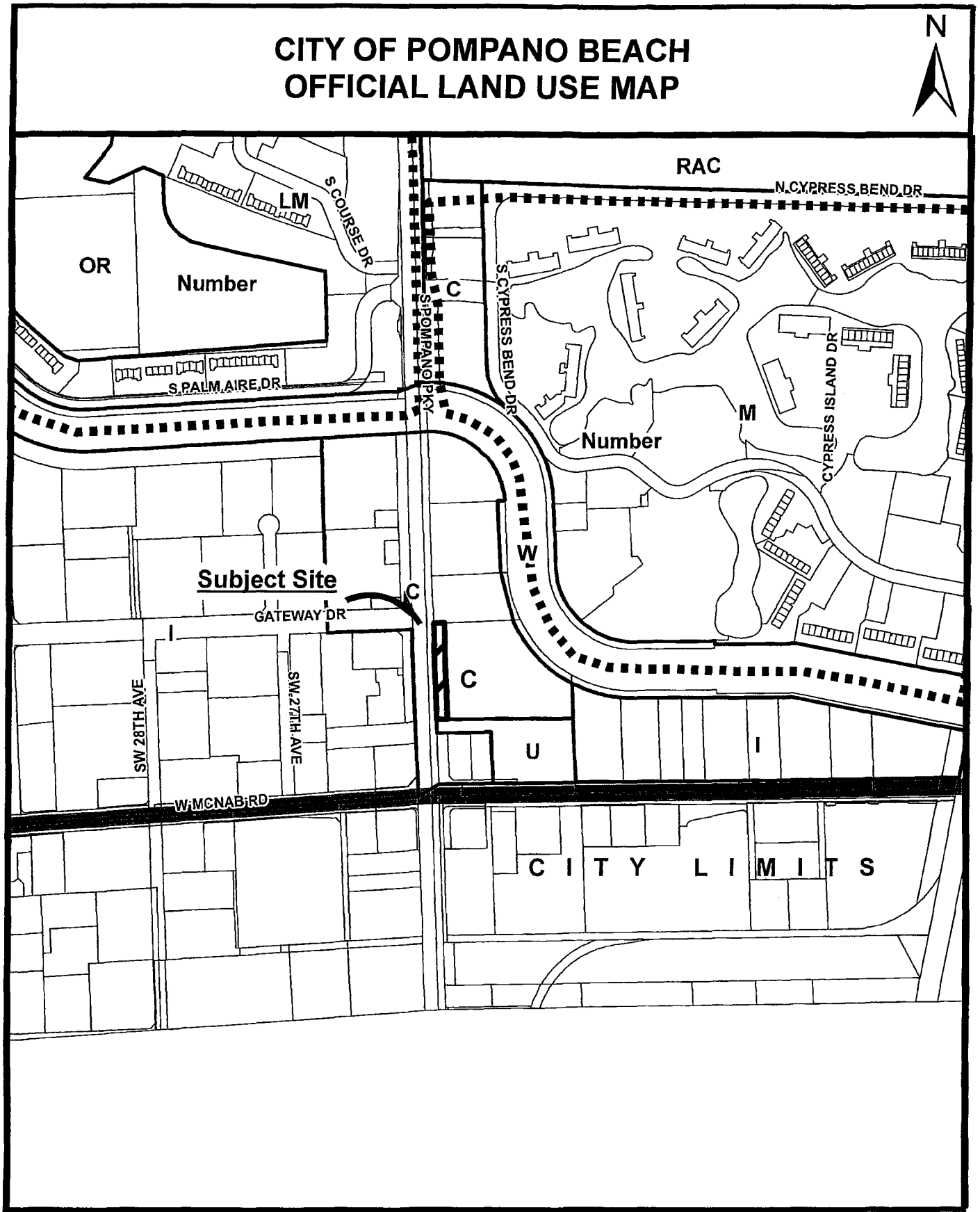
Reflects the maximum total number of units permitted within the dashed line of Palm Aire & Cypress Bend being 9,724 and 1,998

## FOR ZONING MAP

| | Symbol | District |
|---|---|---|
| | RS-1 | One-Family Residence |
| | RS-2 | One-Family Residence |
| | RS-3 | One-Family Residence |
| | RS-4 | One-Family Residence |
| | RD-1 | Two- Family Residence |
| | RM-12 | Multi-Family Residence |
| | RM-20 | Multi-Family Residence |
| | RM-30 | Multi-Family Residence |
| | RM-45 | Multi-Family Residence |
| | RM-45/HR | Overlay |
| | TO | Transportation Oriented Overlay |
| | RPUD | Residential Planned Unit Dev. |
| | AOD | Atlantic Boulevard Overlay District |
| | MH-12 | Mobile Home Park |
| | B-1 | Limited Business |
| | B-2 | Neighborhood Business |
| * | B-3 | General Business |
| | B-4 | Heavy Business |
| | RO | Residence Office |
| | M-1 | Marina Business |
| | M-2 | Marina Industrial |
| | I-1 | General Industrial |
| | I-1X | Special Industrial |
| | O-IP | Office Industrial Park |
| | BP | Business Parking |
| | BSC | Planned Shopping Center |
| | PCI | Planned Commercial / Industrial Overlay |
| | PR | Parks & Recreation |
| | CR | Commerical Recreation |
| | CF | Community Facilities |
| | T | Transportation |
| | PU | Public Utility |

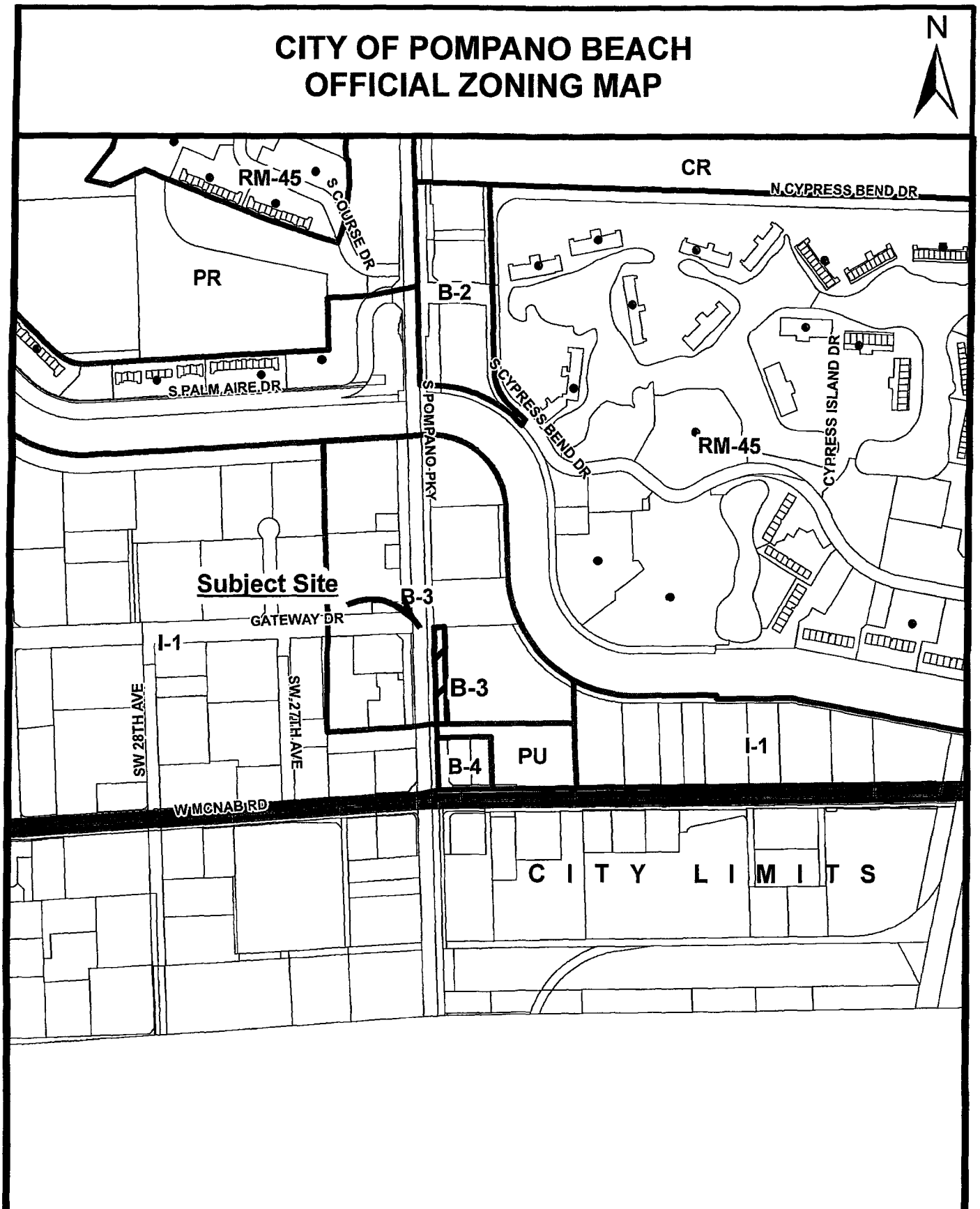
| | |
|---|---|
| * | **Existing** |
| > | **Proposed** |

# CITY OF POMPANO BEACH
# OFFICIAL LAND USE MAP




| 1 in = 600 ft | 3 | PREPARED BY: DEPARTMENT OF DEVELOPMENT SERVICES |
|---|---|---|
| 8/13/2015 MacKer | \\GISDBSVR\arcgisserver\directories\arcgisPlanning\All_Maps\P&Z Packets\2015\15-18000001_PZMaps.mxd | |

# CITY OF POMPANO BEACH
# OFFICIAL ZONING MAP




1 in = 600 ft

8/13/2015 MacKer

4

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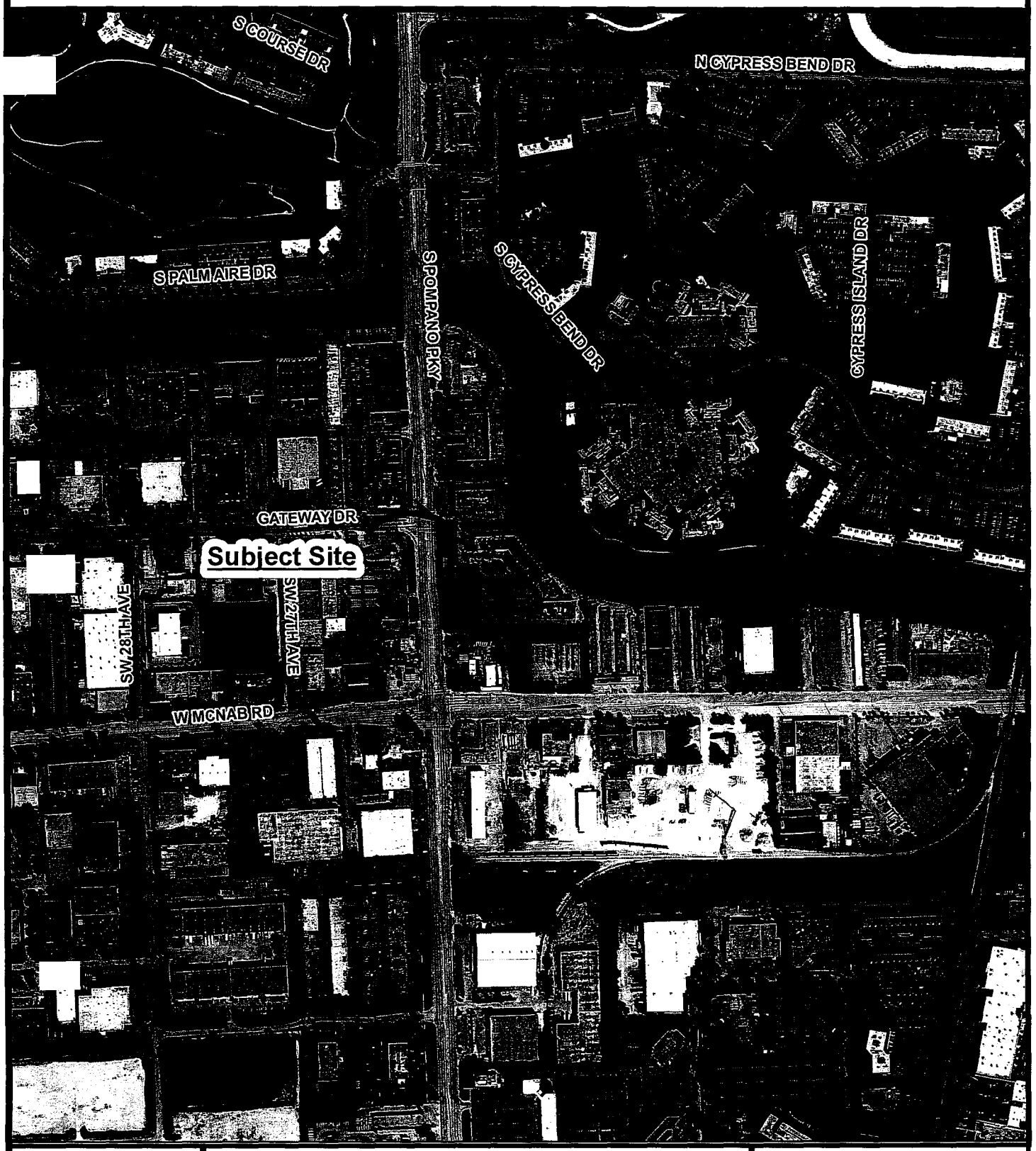
PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

# CITY OF POMPANO BEACH
# AERIAL MAP




1 in = 600 ft

8/13/2015 MacKer

5

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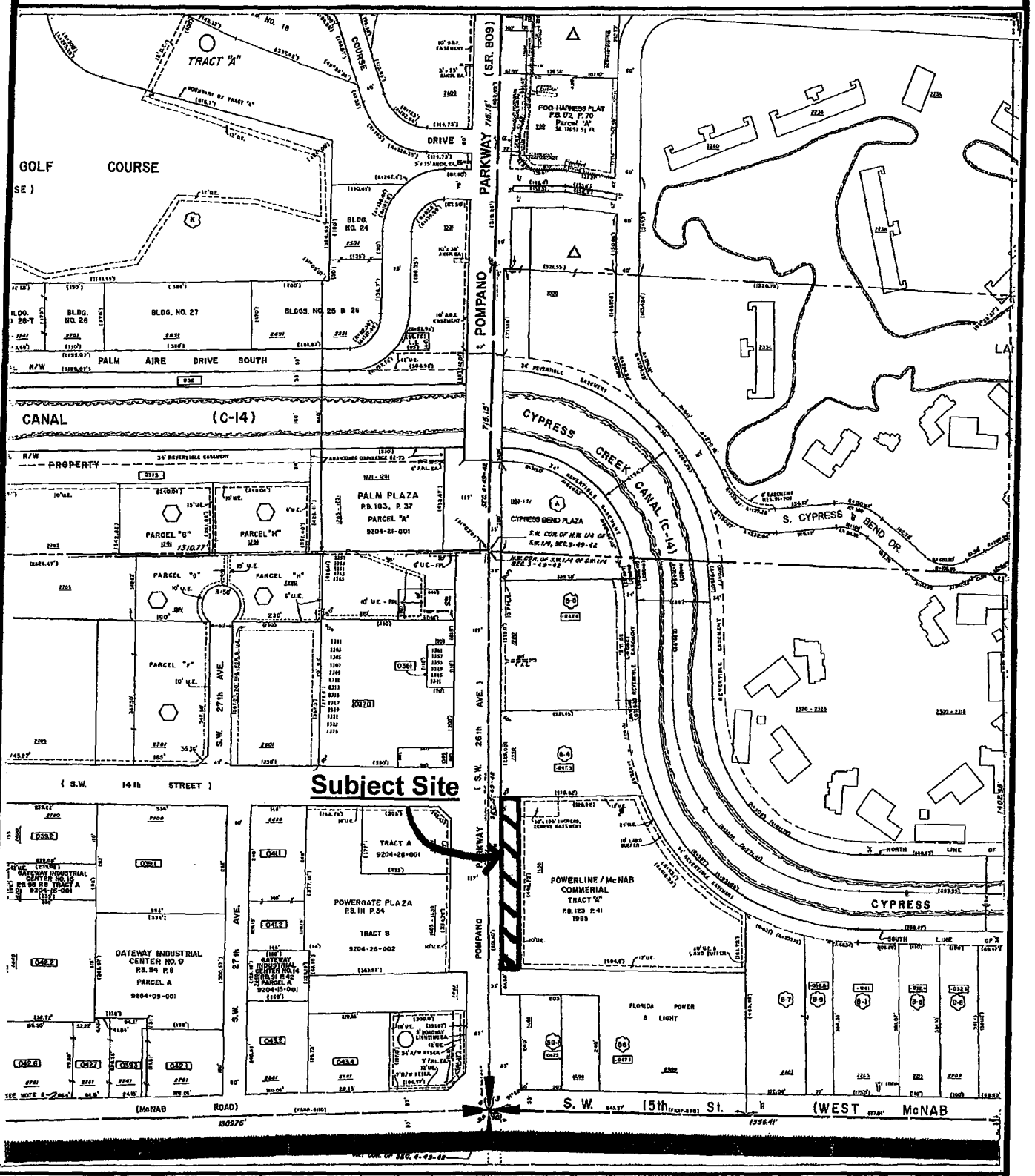
PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

# EXCERPT FROM THE CITY OF POMPANO BEACH
# PLAT MAP




SCALE: NTS



NORTH

## REVIEW AND SUMMARY

DRC Dates: Note that Vacation/ Abandonment Requests do not go to DRC.

| | |
|---|---|
| **Zoning Department:** | **No Objection** |
| **Community Redevelopment Agency** | **No Objection** |
| **Code Compliance** | **No Objection** |
| **Fire Department:** | **No Objection** |
| **Engineering Department:** | **No Objection** |
| **Public Works Department:** | **No Objection** |
| **Utilities Department:** | **No Objection** |
| **AT&T:** | **Awaiting Comment** |
| **TECO Gas:** | **No Objection** |
| **Department of Transportation:** | **No Objection** |
| **FP&L:** | **No Objection with retention of the easement** |
| **Comcast Cable:** | **Awaiting Comment** |

## ZONING DEPARTMENT RECOMMENDATION

Given the information provided to the Board, staff provides the following alternative motions for the Board's review.

Alternative Motions

**I- Approve with conditions**

Recommend approval to the City Commission with the following conditions:

1. The request cannot be placed on a City Commission agenda until comments are received from AT&T and Comcast; and

2. The existing Broward County bus stop shall be retained.

**II- Table**

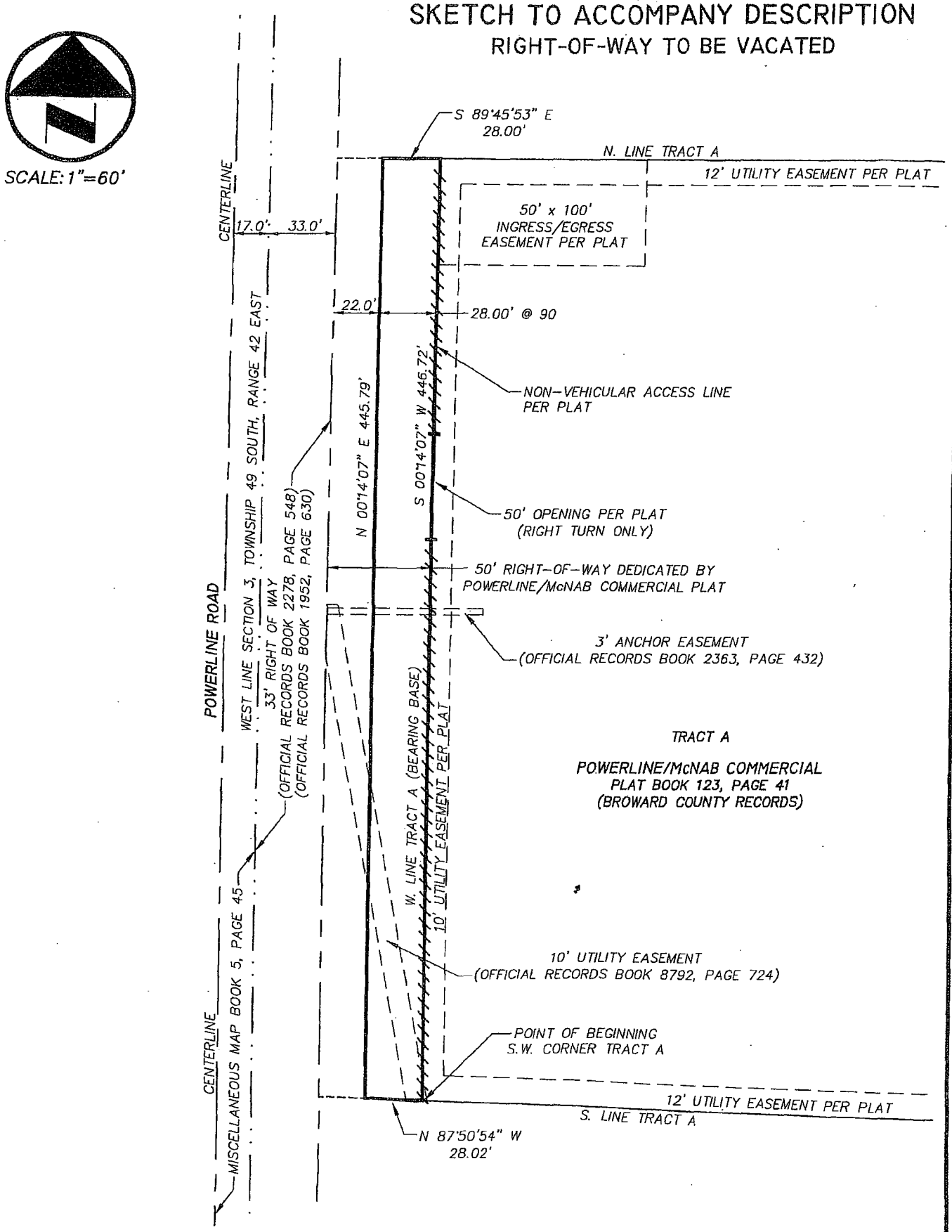
Table this abandonment request to allow time for the Applicant to address any objections raised by the affected parties

**III- Denial**

Recommend denial to the City Commission as the Board finds that the easement serves a public purpose and should not be abandoned.

Attachment I

# SKETCH TO ACCOMPANY DESCRIPTION
## RIGHT-OF-WAY TO BE VACATED




G:\2015\15-0039 POWERLINE MCNAB COMM PLAT\DRAWINGS\SD-ROW VACATION

**CRAVEN • THOMPSON & ASSOCIATES, INC.**
ENGINEERS • PLANNERS • SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
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| | |
|---|---|
| JOB NO.: 15-0039-001 | SHEET 2 OF 2 SHEETS |
| DRAWN BY: T.S. | F.B. N/A PG. N/A |
| CHECKED BY: R.Y. | DATED: 06-12-15 |

July 9, 2015

US Certified Mail No. 7004 0750 0003 4585 8239
Return Receipt Requested

2015 JUL 17 AM 9:56

RECEIVED
2015 JUL 21 AM 9:15
CITY OF POMPANO BEACH

Mr. Dennis Beach, City Manager
Town of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, FL 33060

**RE: PETITIONER'S INTENT to APPLY for VACATION**
**ROW Vacation - portion of Powerline Road**
**Sec 3-49-42, Powerline/McNab Commercial, PB 123-41, BCR**
**CT&A PROJECT NO. 15-0039-001-01**


CRAVEN THOMPSON
& ASSOCIATES INC.
Engineers
Planners
Surveyors
Landscape Architects


Dear Mr. Beach:

On behalf of 1400 Investments, LLC, Craven Thompson & Associates, Inc. anticipates submitting an Application for Vacation to Broward County Board of Commissioners to release a portion of Powerline Road north of McNab Road. Specifically, we would like to vacate a 28' wide portion of the platted road right-of-way, located at the west plat limits, that is no longer necessary for roadway purposes, per the Broward County Trafficways Plan. A copy of the sketch and legal description for this vacation is attached.

As required by Section 25.100 of the Broward County Administrative Code, Craven Thompson & Associates, Inc. is required to notify you of its intent to file an Application for Vacation and Abandonment with Broward County Board of Commissioners. This letter serves as Notice of Intent to the city of Pompano Beach. Any questions pertaining to the Application for Vacation and Abandonment should be directed to:

Broward County Government Center
Public Works and Transportation Department
Real Property Section - Vacations
115 South Andrews Avenue, Ste 326
Fort Lauderdale, FL 33301

Sincerely,
**CRAVEN THOMPSON & ASSOCIATES, INC.**

Catherine A. Donn
Planner

Enclosures


3563 N.W. 53rd Street
Fort Lauderdale, FL 33309-6311
(954)739-6400
Fax (954) 739-6409

FOR: 1400 Investments, LLC

# DESCRIPTION TO ACCOMPANY SKETCH
## RIGHT-OF-WAY TO BE VACATED

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THOMAS C. SHAHAN-FOR THE FIRM
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| UPDATES and/or REVISIONS | DATE | BY | CK'D |
|---|---|---|---|
| | | | |
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CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 738-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
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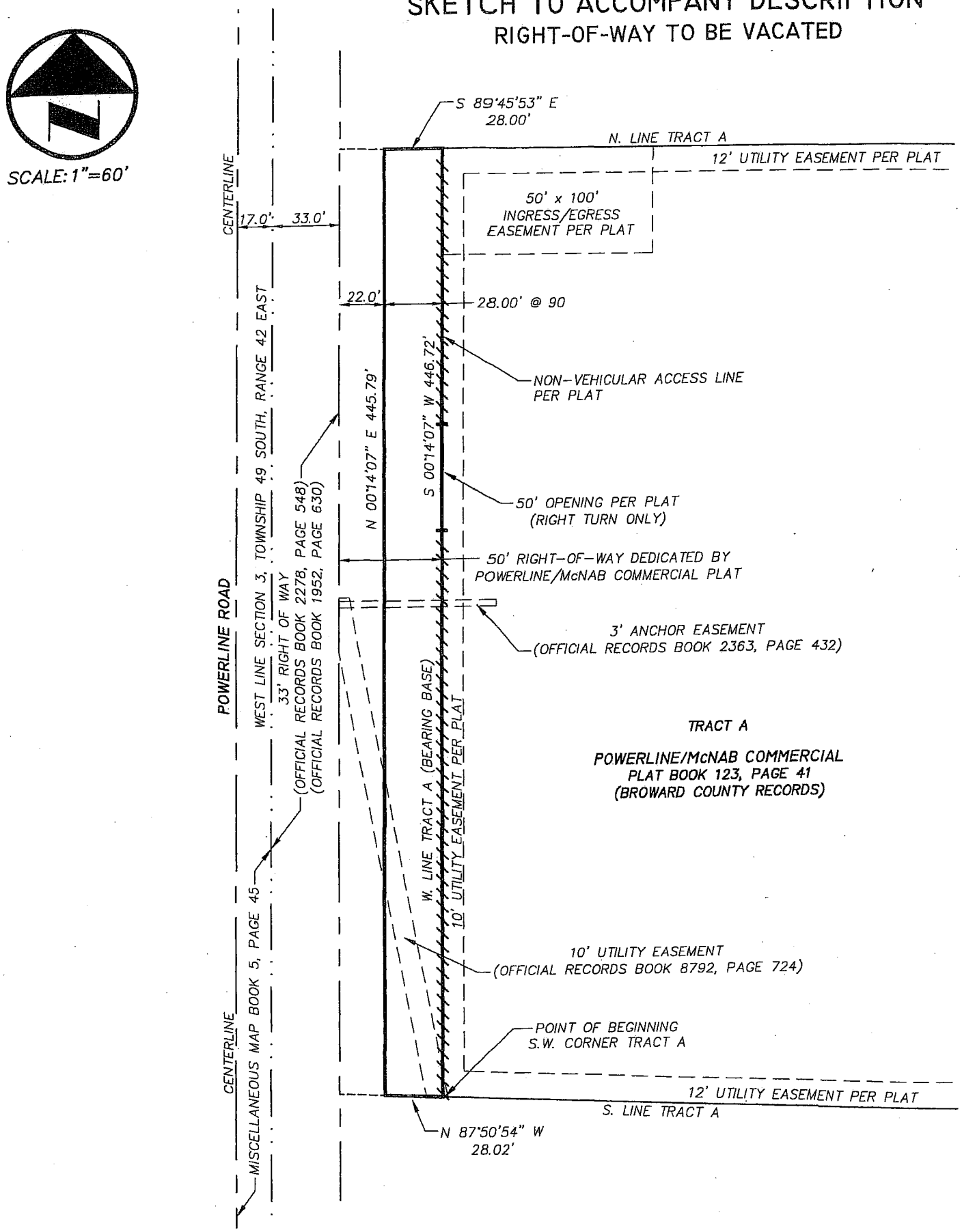
| | |
|---|---|
| JOB NO.: 15-0039-001 | SHEET 1 OF 2 SHEETS |
| DRAWN BY: T.S. | F.B. N/A PG. N/A |
| CHECKED BY: R.Y. | DATED: 06-12-15 |

Attachment I

# SKETCH TO ACCOMPANY DESCRIPTION
## RIGHT-OF-WAY TO BE VACATED




G:\2015\15-0039 POWERLINE MCNAB COMM PLAT\DRAWINGS\SD-ROW VACATION

| | | |
|---|---|---|
| CRAVEN • THOMPSON & ASSOCIATES, INC. | JOB NO.: 15-0039-001 | SHEET 2 OF 2 SHEETS |
| ENGINEERS • PLANNERS • SURVEYOR'S | DRAWN BY: T.S. | F.B. N/A PG. N/A |
| 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271 | CHECKED BY: R.Y. | DATED: 06-12-15 |

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## Cathy Donn

**From:** Huizenga, David <DHUIZENGA@broward.org>
**Sent:** Thursday, May 28, 2015 3:05 PM
**To:** Cathy Donn
**Cc:** Joe Handley; Mcguire, David
**Subject:** RE: ROW vacation for Powerline/McNab Commercial plat

Cathy,

I believe that the 144'-164' corridor provides for a nominal 144' width with 164' occurring only at arterial/arterial intersections. However, I think you would need to review the Trafficways Amendment application to get the details of how long the expanded area extend.

In this case though, I believe that only 144' would be required for compliance with the Trafficways Plan. So, based on the centerline location shown on the plat, the western 22 feet of the 50 foot dedication would have to remain as right-of-way. That means you could request vacation of the eastern 28 feet.

The County process for vacating right-of-way is outlined in Chapter 25, Part XVI of the Broward County Administrative Code and the process is managed by the Real Property Section of Public Works. For more information about the process, you can view this portion of the B.C. Admin. Code by clicking here. Please contact Dale Wilson at 954 357 6418 to obtain a copy of the application form and information about submittal requirements.

Also, I recommend that you submit a draft copy of the legal description and sketch of the property to be vacated to the Highway Construction and Engineering Division prior to submittal at the City. The HCED Right-of-Way Section provides a courtesy review of legal descriptions for vacation requests. This will help ensure that County approval of the Vacation Request is not delayed by problems with the legal description and/or sketch. Please contract Frank Guilano at 954 577 4652 for more information.

I hope this will assist you.

-dh

---

David Huizenga
Engineer III, Plat Section

Broward County Highway Construction and Engineering Division
Government Center West
1 N. University Drive, Room 300B
Plantation, FL 33324

Office: 954-577-4597
Cell: 954-494-7592

**From:** Cathy Donn [mailto:cdonn@craventhompson.com]
**Sent:** Thursday, May 28, 2015 11:25 AM
**To:** Huizenga, David
**Cc:** Joe Handley
**Subject:** ROW vacation for Powerline/McNab Commercial plat

Dave,
Attached please find the subject plat, and an aerial of the site. Cary Goldberg has asked us prepare and process the ROW vacation, since there is 200' of ROW existing, and the Trafficways Plan shows the ROW varies from 144'-164'. Can you please let us know how much ROW we can vacate? Our client would like to vacate as much as possible, of course. We know this is a state road, but we understand there has been some discussions with the county already, so we are reaching out to you.

Thanks
Cathy

Catherine A. Donn, Planner
**CRAVEN THOMPSON & ASSOC., INC.**
**3563 NW 53 ST**
**FT LAUDERDALE, FL 33309-6311**
954-739-6400 x 379
cdonn@craventhompson.com

Please consider the environment before printing this email

---

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

FOR: 1400 Investments, LLC

# DESCRIPTION TO ACCOMPANY SKETCH
## RIGHT-OF-WAY TO BE VACATED

## LEGAL DESCRIPTION:

A PORTION OF THE 50.00 FOOT RIGHT-OF-WAY FOR POWERLINE ROAD DEDICATED BY POWERLINE/McNAB COMMERCIAL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 123, PAGE 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT A, OF SAID POWERLINE/McNAB COMMERCIAL; THENCE NORTH 87°50'54" WEST, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 28.02 FEET; THENCE NORTH 00°14'07" EAST, ALONG A LINE 28.00 FEET WEST OF, AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT A, A DISTANCE OF 445.79 FEET; THENCE SOUTH 89°45'53" EAST, ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID TRACT A, A DISTANCE OF 28.00 FEET; THENCE SOUTH 00°14'07" WEST, ALONG THE WEST LINE OF SAID TRACT A, A DISTANCE OF 446.72 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA. CONTAINING 12,495 SQUARE FEET OR 0.287 ACRES MORE OR LESS.

## NOTES:

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING AND ARE REFERENCED TO THE WEST LINE OF TRACT A, POWERLINE/McNAB COMMERCIAL, PLAT BOOK 123, PAGE 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, WHICH BEARS NORTH 00°14'07" EAST.

THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.

ALL DOCUMENTS ARE RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

## CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17.052(5), (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER #271

THOMAS C. SHAHAN-FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER NO 4387
STATE OF FLORIDA

THE SKETCH OF SURVEY AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

G:\2015\15-0039 POWERLINE MCNAB COMM PLAT\DRAWINGS\SD-ROW VACATION

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN·THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

| UPDATES and/or REVISIONS | DATE | BY | CK'D |
|---|---|---|---|
| | | | |
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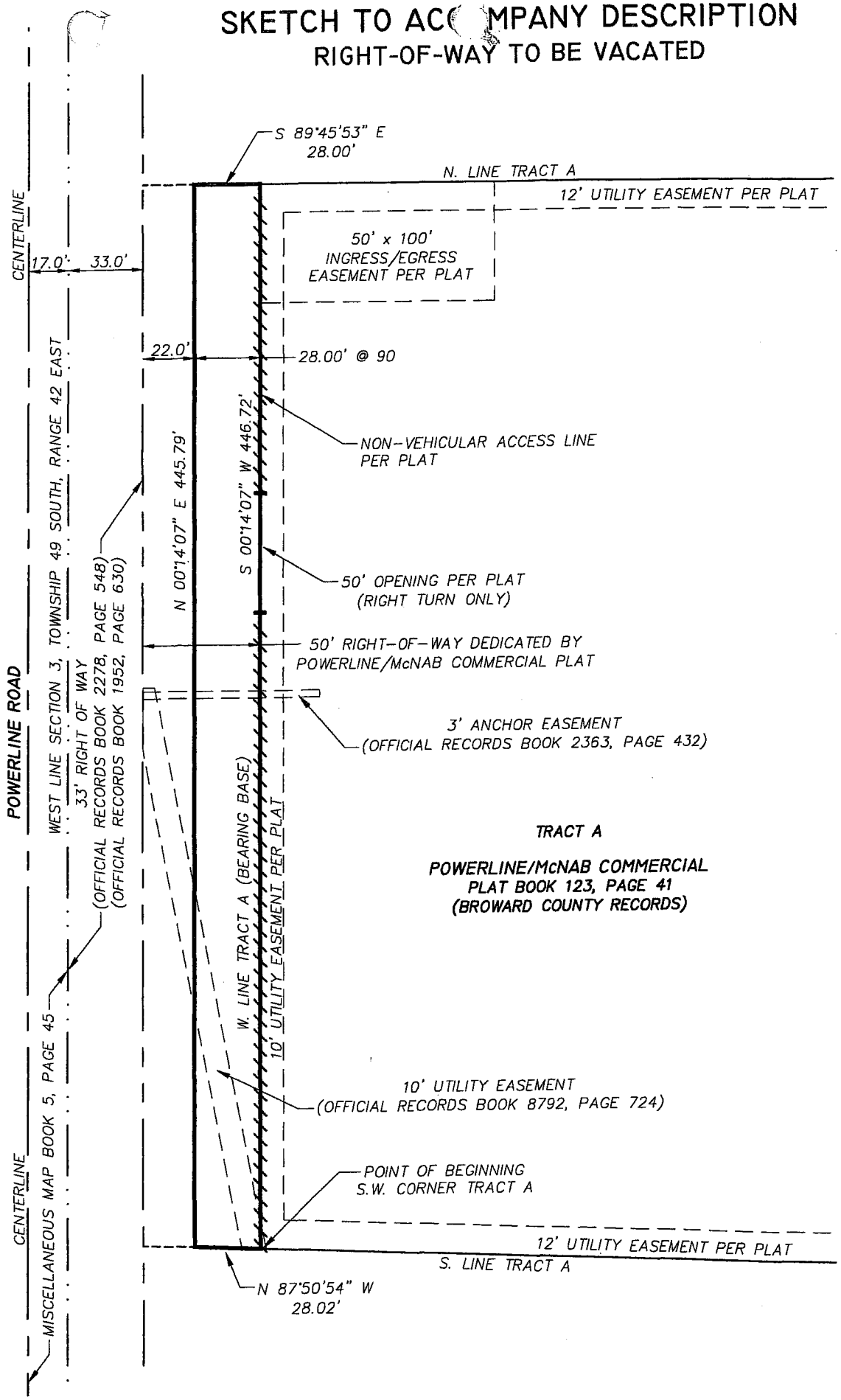
| | |
|---|---|
| JOB NO.: 15-0039-001 | SHEET 1 OF 2 SHEETS |
| DRAWN BY: T.S. | F.B. N/A PG. N/A |
| CHECKED BY: R.Y. | DATED: 06-12-15 |

# SKETCH TO ACCOMPANY DESCRIPTION
## RIGHT-OF-WAY TO BE VACATED

SCALE: 1"=60'

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| | | |
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| CRAVEN • THOMPSON & ASSOCIATES, INC.<br>ENGINEERS • PLANNERS • SURVEYOR'S<br>3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400<br>FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271<br>MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2015 | JOB NO.: 15-0039-001 | SHEET 2 OF 2 SHEETS |
| | DRAWN BY: T.S. | F.B. N/A PG. N/A |
| | CHECKED BY: R.Y. | DATED: 06-12-15 |

pompano beach
Florida's Warmest Welcome

City of Pompano Beach
Department of Development Services
Planning & Zoning Division

100 W. Atlantic Blvd Pompano Beach, FL 33060
**Phone:** 954.786.4634 **Fax:** 954.786.4666

**Request for Vacation**

## OWNERS CERTIFICATE

This is to certify that I am the owner of the subject lands described in this **PETITION FOR VACATION** and that I have authorized the filing of the aforesaid petition for vacation.

**Owner's Name:** (Print or Type) 1400 INVESTMENTS LLC, c/o Cary Goldberg

**Address:** 6300 NE 1 AVE, SUITE 100

FT LAUDERDALE, FL 33334

**(Zip Code)**

**Phone:** (954) 776-1005

**Email address:** Cary@diversifiedcos.com

**(Signature of Owner or Authorized Official)**

**SWORN AND SUBSCRIBED** before me this 10 day of June, 2015.

**NOTARY PUBLIC, STATE OF FLORIDA**

LAUREN MCGEE
MY COMMISSION #FF081120
EXPIRES January 6, 2018
(407) 398-0153 FloridaNotaryService.com

Lauren McGee
(Name of Notary Public: Print, stamp, or Type as Commissioned.)

[X] Personally know to me, or
[ ] Produced identification: _____
(Type of Identification Produced)

Meeting Date: 10/27/2015 Agenda Item 30

QUASI-JUDICIAL

REQUESTED COMMISSION ACTION:

| Consent | X Ordinance | Resolution | Consideration/ Discussion | Presentation |
|---|---|---|---|---|
| ___ | ___ | ___ | ___ | ___ |

SHORT TITLE AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING PROPERTY LYING WEST OF NE 18TH AVENUE AND NORTH OF EAST ATLANTIC BOULEVARD AND COMMONLY KNOWN AS 19 NE 18TH AVENUE FROM RD-1 (TWO-FAMILY RESIDENCE) TO RM-12 (MULTI-FAMILY RESIDENCE); PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

**Summary of Purpose and Why:**

This approximate 0.68 acre property is located at 19 NE 18th Avenue. The property is owned by Mucho Lucio Realty, LLC. This is a request to rezone the property from Two-Family Residence (RD-1) to Multi-Family Residence 12 (RM-12). The Land Use Designation for the parcel is Medium Residential (M) and therefore this request, if approved, will bring the Zoning District into conformance with the Land Use Designation. The applicant desires to use the property to expand the Child Care Facility currently operating on the adjacent property to the south, also owned by the applicant. The existing Child Care Facility will continue to provide the drop-off and parking for the Child Care Facility; and there will be no demonstrative changes to the existing single family lot or structure on the subject property. It will continue to look like a single family house. If this request is approved, the Applicant will have to apply for and receive a Special Exception approval for Child Care Facility. The Planning & Zoning Board recommended approval of this request in a 7-0 decision at the September 23, 2015 meeting.

(1) Origin of request for this action: Mucho Lucio Realty, LLC
(2) Primary staff contact: Robin M. Bird/ Maggie Barszewski Ext. 7921
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Dev. Services | 09/10/15 | Approval | Memo# 15-499 |
| City Attorney | 10/09/15 10/14/15 | See Memo | CAC# 2016-39 |

X Planning and Zoning Board Approval Memo #15-068 (09/29/15)
X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | Resolution | Consideration | |
|---|---|---|---|
| Workshop | | | |
| 1st Reading | 1st Reading | Results: | Results: |
| 2nd Reading | | | |

g:\zoning 2009\rezonings & lupa's\2015\15-13000008 - mucho lucio realty bb international preschool\cc\agenda form 15-561.doc

**City Attorney's Communication #2016-39**
October 9, 2015

**TO:** Maggie Barszewski, AICP, Planner

**FROM:** Mark E. Berman, City Attorney

**RE:** Ordinance Rezoning – Mucho Lucio Realty / International Pre-School

As requested in your memorandum of October 5, 2015, Department of Development Services Memorandum #15-540, the following form of ordinance, relative to the above-referenced matter, has been prepared and is attached:

> **AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING PROPERTY LYING WEST OF NE 18TH AVENUE AND NORTH OF EAST ATLANTIC BOULEVARD AND COMMONLY KNOWN AS 19 NE 18TH AVENUE FROM RD-1 (TWO-FAMILY RESIDENCE) TO RM-12 (MULTI-FAMILY RESIDENCE); PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

MARK E. BERMAN

MEB/jrm
l:cor/dev-srv/2016-39

Attachment

**ORDINANCE NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING PROPERTY LYING WEST OF NE 18TH AVENUE AND NORTH OF EAST ATLANTIC BOULEVARD AND COMMONLY KNOWN AS 19 NE 18TH AVENUE FROM RD-1 (TWO-FAMILY RESIDENCE) TO RM-12 (MULTI-FAMILY RESIDENCE); PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach, Florida; and

**WHEREAS,** in accordance with Section 155.2305.C, of the Pompano Beach Code of Ordinances, notice in accordance with said section has been mailed notifying residents within 500 feet of the subject property of two public hearings on this proposed Ordinance; and

**WHEREAS**, a public hearing before the City Commission was held pursuant to the aforesaid notice, at which hearing the parties in interest and all other citizens so desiring, had an opportunity to be, and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1**. That the City Commission of the City of Pompano Beach, having considered the evidence and argument presented at the public hearing, finds:

**SECTION 2**. That the property more particularly described in Exhibit "A," attached hereto and made a part hereof ("Property), which Property is hereby rezoned from a present

zoning classification of RD-1 (Two-Family Residence) to RM-12 (Multi-Family Residence) as said zoning classification is defined by Chapter 155 of the Code of Ordinances of the City of Pompano Beach, Florida.

**SECTION 3**. That the Development Services Director is hereby directed to mark the zoning provided for in this Ordinance on the Official Zoning Map of the City of Pompano Beach.

**SECTION 4**. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 5**. This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this _____ day of _____, 2015.

**PASSED SECOND READING** this _____ day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

GBL/jrm
10/12/15
l:ord/2016-17

# Exhibit A

LEGAL DESCRIPTION:

LOTS 4,5,6, AND 7, BLOCK 10, PINEHURST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 13, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA.

# PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
# MEMORANDUM #15-068

**DATE:** September 29, 2015

**TO:** City Commission

**FROM:** Planning and Zoning Board/ Local Planning Agency

**SUBJECT:** REZONING – Multiple-family Residence 12 (RM-12) from Two-family Residence (RD-1)
19 NE 18 Avenue
P & Z #15-13000008 MuchoLucio Realty LLC / BB International Preschool

---

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on September 23rd, 2015, the Board considered the request by **BB INTERNATIONAL** on behalf of **MUCHOLUCIO REALTY LLC** requesting REZONING of the above referenced property.

As it is consistent with the goals, objectives, and policies of the Comprehensive Plan stated in Administrative Report 15-499, it is the unanimous recommendation of the Board that the REZONING request be approved.

Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency

kem
G:\Zoning 2009\Rezonings & LUPA's\2015\15-13000008 - Mucho Lucio Realty BB International Preschool\P&Z\P&Z Approval Memo_15-068.doc

pompano beach
Florida's Warmest Welcome

# MEMORANDUM

## Development Services

**ADMINISTRATIVE MEMORANDUM NO. 15-499**

DATE: September 10, 2015

TO: Planning and Zoning Board

VIA: Robin M. Bird, Development Services Director

FROM: Maggie Barszewski, AICP, Planner

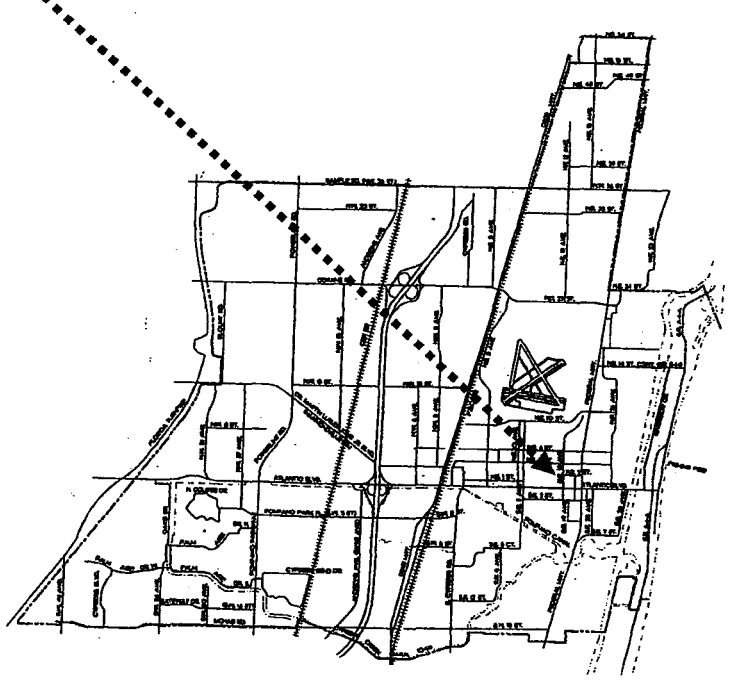
RE: Mucho Lucio Realty / International Pre school Rezoning
September 23, 2015 meeting P&Z # 15-13000008

---

**Request**

This approximate 0.68 acre property is located at 19 NE 18th Avenue. The property is owned by Mucho Lucio Realty, LLC. This is a request to rezone the property from Two-Family Residence (RD-1) to Multi-Family Residence 12 (RM-12). The Land Use Designation for the parcel is Medium Residential (M) and therefore this request, if approved, will bring the Zoning District into conformance with the Land Use Designation. The applicant desires to use the property to expand the Child Care Facility currently operating on the adjacent property to the south, also owned by the applicant. The existing Child Care Facility will continue to provide the drop-off and parking for the Child Care Facility; and there will be no demonstrative changes to the existing single family lot or structure on the subject property. It will continue to look like a single family house. If this request is approved, the Applicant will have to apply for and receive a Special Exception approval for Child Care Facility.

19 NE 18th Avenue



# LEGEND

## FOR LAND USE PLAN

| | Symbol | Classification Units/ Acre |
|---|---|---|
| | | Gross Residential Density |
| | | Residential |
| | E | Estate |
| | L | Low |
| | LM | Low- Medium |
| * | M | Medium |
| | MH | Medium-High |
| | H | High |
| | C | Commercial |
| | CR | Commercial Recreation |
| | I | Industrial |
| | T | Transportation |
| | U | Utilities |
| | CF | Community Facilities |
| | OR | Recreation & Open Space |
| | W | Water |
| | RAC | Regional Activity Center |
| | | Boundaries |
| | | City of Pompano Beach |
| | 13 | Number |

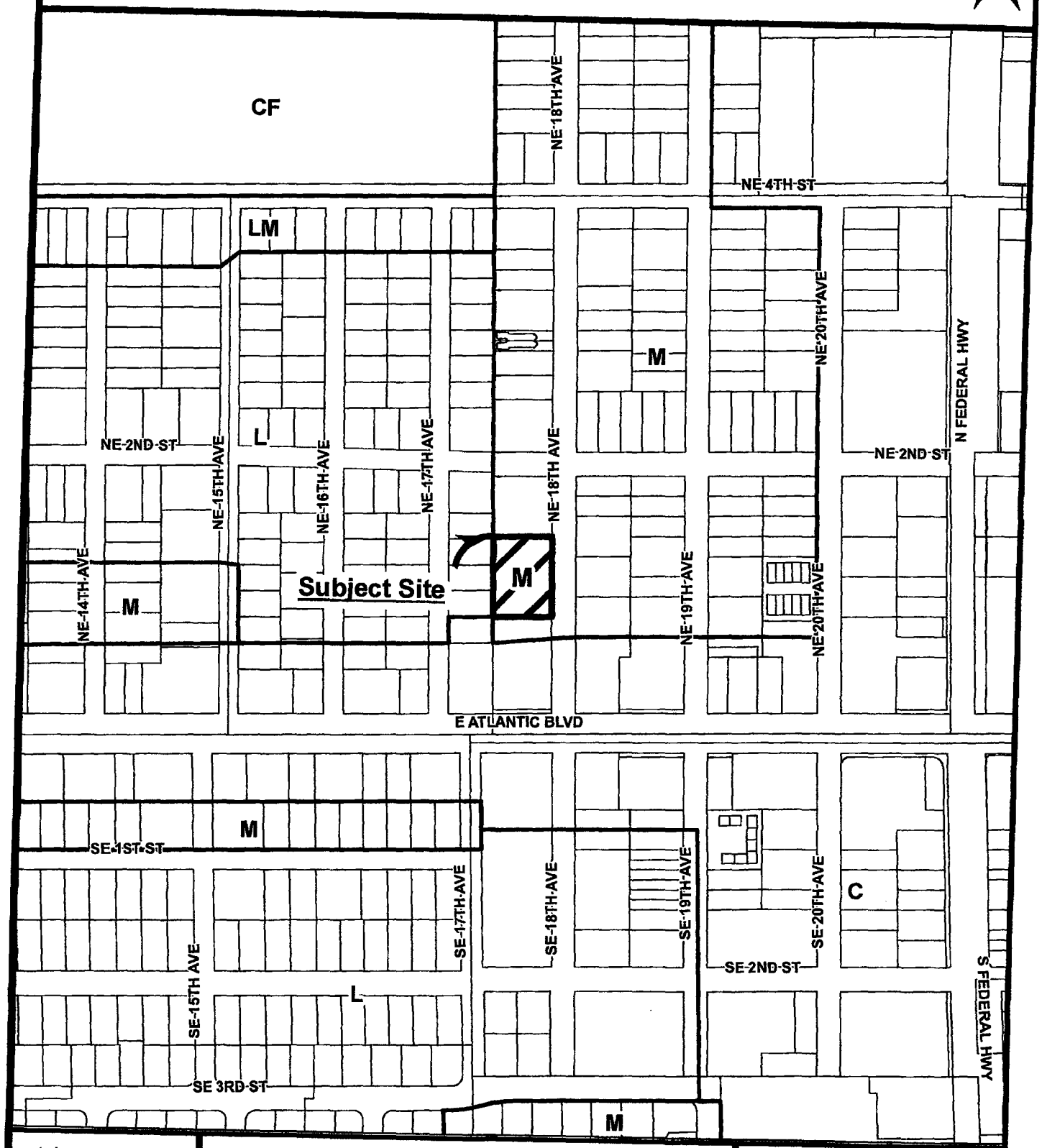
Reflects the maximum total number of units permitted within the dashed line of Palm Aire & Cypress Bend being 9,724 and 1,998

## FOR ZONING MAP

| | Symbol | District |
|---|---|---|
| | RS-1 | One-Family Residence |
| | RS-2 | One-Family Residence |
| | RS-3 | One-Family Residence |
| | RS-4 | One-Family Residence |
| * | RD-1 | Two- Family Residence |
| > | RM-12 | Multi-Family Residence |
| | RM-20 | Multi-Family Residence |
| | RM-30 | Multi-Family Residence |
| | RM-45 | Multi-Family Residence |
| | RM-45/HR | Overlay |
| | RPUD | Residential Planned Unit Dev. |
| | AOD | Atlantic Boulevard Overlay District |
| | MH-12 | Mobile Home Park |
| | B-1 | Limited Business |
| | B-2 | Neighborhood Business |
| | B-3 | General Business |
| | B-4 | Heavy Business |
| | RO | Residence Office |
| | M-1 | Marina Business |
| | M-2 | Marina Industrial |
| | I-1 | General Industrial |
| | I-1X | Special Industrial |
| | O-IP | Office Industrial Park |
| | BP | Business Parking |
| | BSC | Planned Shopping Center |
| | PCI | Planned Commercial / Industrial Overlay |
| | PR | Parks & Recreation |
| | CR | Commerical Recreation |
| | CF | Community Facilities |
| | T | Transportation |
| | PU | Public Utility |

| | |
|---|---|
| * | **Existing** |
| > | **Proposed** |

# CITY OF POMPANO BEACH
# OFFICIAL LAND USE MAP




1 in = 333 ft

9/10/2015 MacKer

3

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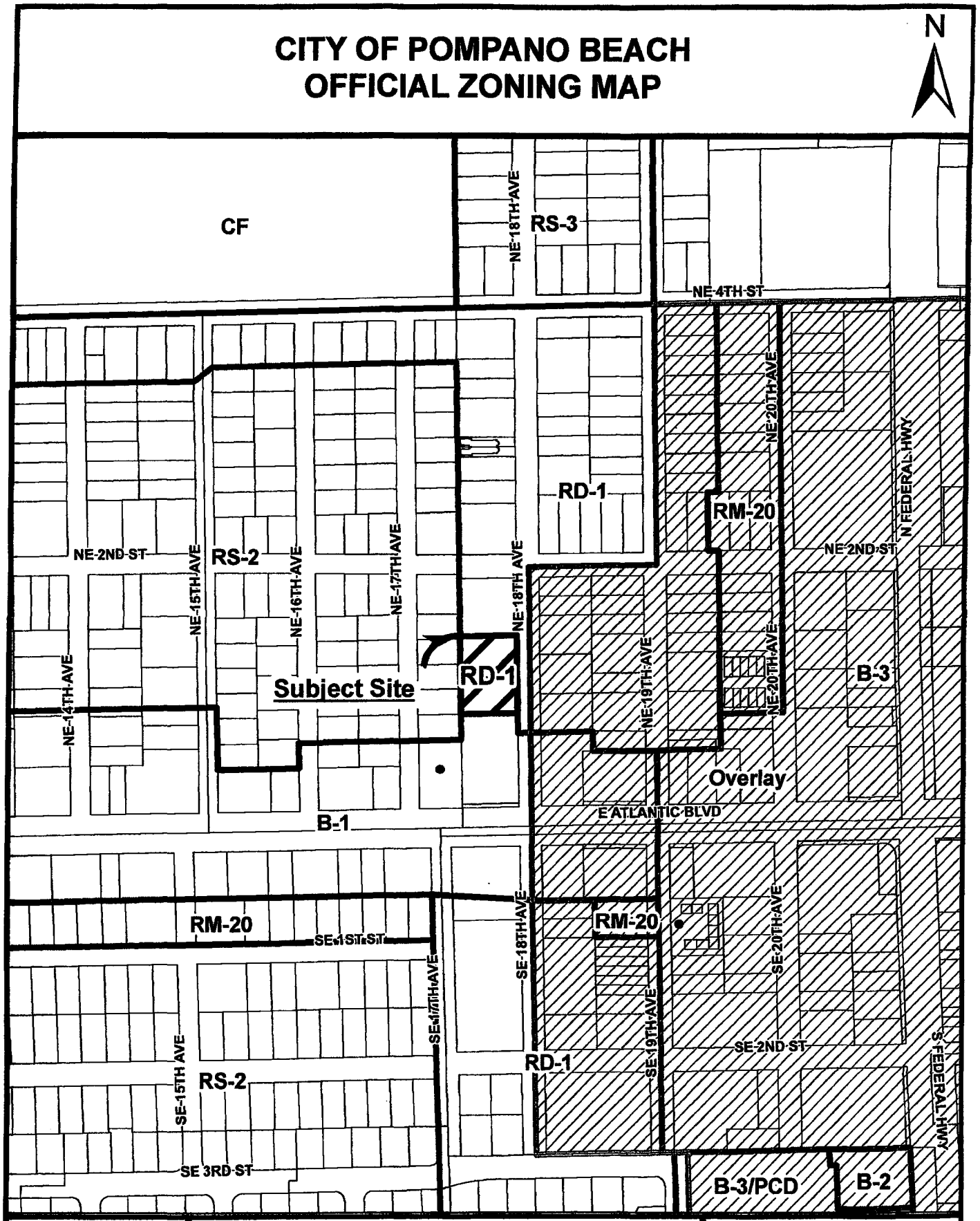
PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

# CITY OF POMPANO BEACH
# OFFICIAL ZONING MAP




1 in = 333 ft

9/10/2015 MacKer

4

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PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

# CITY OF POMPANO BEACH
# AERIAL MAP

1 in = 333 ft

9/10/2015 MacKer

5

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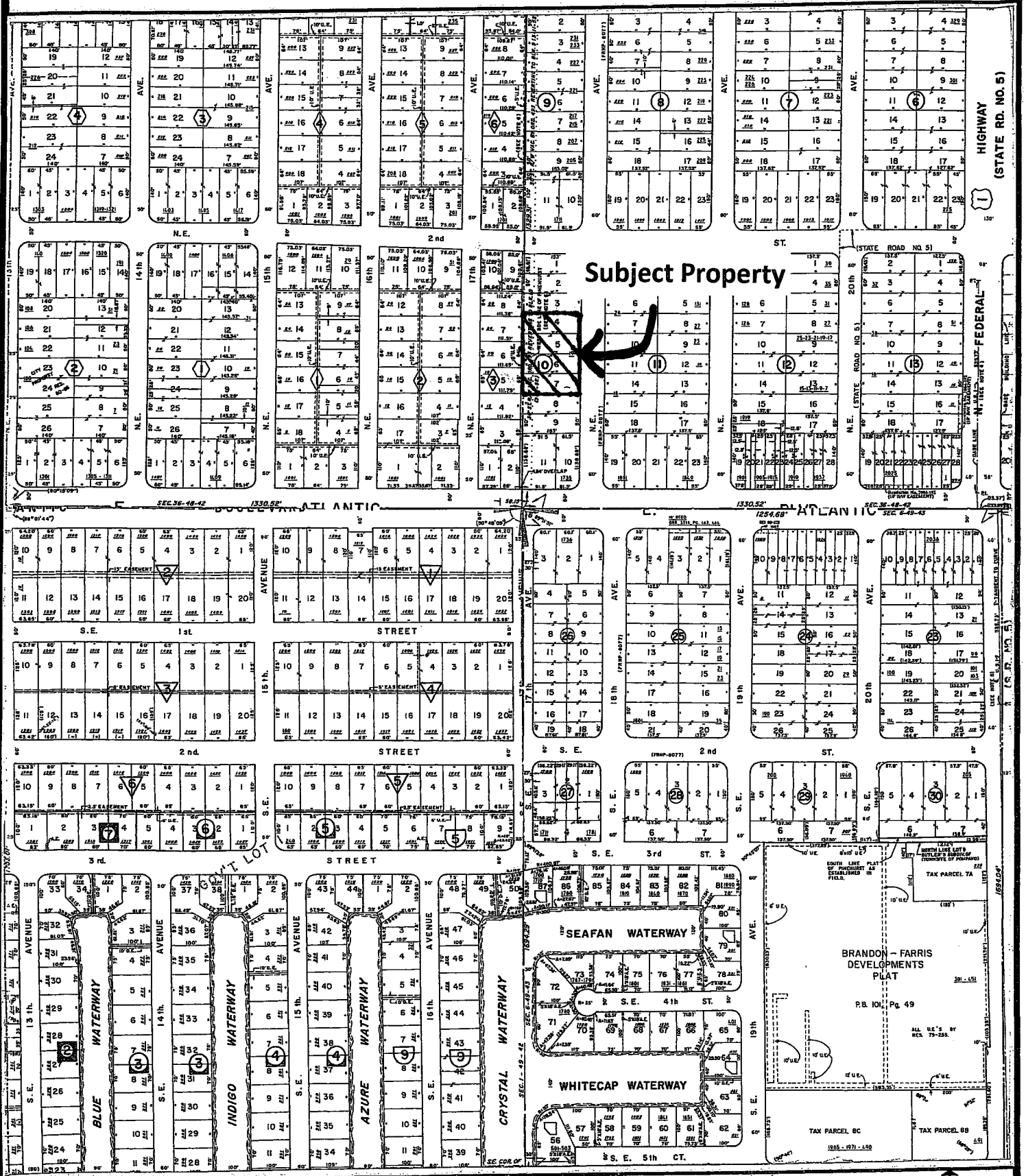
PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

# EXCERPT FROM THE CITY OF POMPANO BEACH
# PLAT MAP




SCALE: NTS



NORTH

## REVIEW & SUMMARY

**A. Pursuant to Section 157.31(A) [Major Review: Development Review Committee Report and Notice to Applicant], the Development Services Director has compiled the department comments from the August 19, 2015 Development Review (DRC) meeting which are summarized below:**

BSO Scott Longo
scott_longo@sheriff.org Review Complete No Comments 08/13/2015

ENGINEERING DEPARTMENT Bob Lawson
bob.lawson@copbfl.com Review Complete No Comments 08-14-15:
No comments.

WASTE MANAGEMENT
Matthew.Edge@copbfl.com Assigned

PLANNING Maggie Barszewski
maggie.barszewski@copbfl.com Review Complete No Comments No Comment

LANDSCAPE REVIEW
Matthew.Edge@copbfl.com Assigned

BUILDING DIVISION Sal Pravata
salvator.pravata@copbfl.com Review Complete Pending Development Order No comments at this time

FIRE DEPARTMENT Jim Galloway
jim.galloway@copbfl.com Review Complete Pending Development Order

CRA Lorri Hall
lorri.hall@copbfl.com Review Complete No Comments No in the CRA. No comments.

UTILITIES Nathaniel Watson
nathaniel.watson@copbfl.com Review Complete No Comments 8-17-2015
No review comments at this time as the rezoning request in addition to stated interior renovation and minor exterior façade desires has no attached civil plan submittal proposing City owned utility connections.

ZONING Maggie Barszewski
maggie.barszewski@copbfl.com Review Complete Pending Development Order A Unity of Title will be necessary since the applicant will be using the existing adjacent day care for drop-off & parking.

Also, in a future site plan review, the Applicant must address the artificial grass being used at the existing daycare.

**B. Zoning Department staff submits the following factual information which is relevant to this rezoning request:**

1. The rezoning was reviewed by DRC on August 19, 2015.

2. The property is located at 19 SE 18th Avenue.

3. The area to be rezoned is approximately 0.68 of an acre (approximately 29,621 square feet).

4. The Zoning and uses of adjacent properties are:
   North – (RD-1) – Two-Family Residence, single family house
   South – (B-1) – General Business, a Day Care Facility
   East – (AOD) – Atlantic Blvd. Overlay District, single family house and a vacant lot
   West – (RS-2) – Single Family Residence, single family houses

5. Access to this property is currently on NE 18th Avenue.

6. The Land Use Designation is (M) Medium Residential.

**C. The following goals, objectives and policies of the City's Comprehensive Plan have been identified as pertinent to this rezoning:**

**Policies**

01.03.05 All Land Use Plan Map amendments and rezonings shall provide for the orderly transition of varying residential land use designations.

01.03.11 Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezonings.

01.03.12 The following criteria may be used in evaluating rezoning requests:
1. Density;
2. Design;
3. Distance to similar development;
4. Existing adjoining uses;
5. Proposed adjoining uses;
6. Readiness for redevelopment of surrounding uses; and.
7. Proximity to mass transit.

01.03.00 Annually review and periodically update adopted land development regulations and established procedures that encourage the elimination or reduction of uses inconsistent with the City's character and Future Land Use Plan.

01.03.01 Eliminate or reduce nonconforming uses which are inconsistent with the land development regulations and the designations of the Future Land Use Plan map.

01.03.03 Encourage property owners to rezone the subject properties when initiating the development and/or redevelopment proposals to be consistent with the designations of the Land Use Plan Map.

## D. Recommendation:

Given the information provided to the Board, as the findings of fact, staff provides the following recommendation and alternative motions, which may be revised or modified at the Board's discretion.

**Alternative Motion I**

Recommend approval of the rezoning of the request from Two-Family Residence (RD1) to Multi-Family Residence (RM-12) since the Board finds it to be compatible with the Comprehensive Plan Map and Policies previously stated in this report.

**Alternative Motion II**

Table this application for additional information as requested by the Board.

**Alternative Motion III**

Recommend denial as the Board finds that the request is not consistent with the policies of the Comprehensive Plan previously stated in this report.

**STAFF RECOMMENDS ALTERNATIVE MOTION I**

pompano beach
Florida's Warmest Welcome

City of Pompano Beach
Department of Development Services
Planning & Zoning Division

100 W. Atlantic Blvd Pompano Beach, FL 33060
**Phone:** 954.786.4634 **Fax:** 954.786.4666

# Rezoning Application

**Rezoning Review**

(X) **Site Specific** ( ) **Planned Development**

| | | |
|---|---|---|
| 19 NE 18th AVE. | ~~RS-1~~ RD-1 | ~~RS-1~~ RM-12 |
| **STREET ADDRESS** | **Current** | **Proposed Zoning** |
| PINEHURST | 10 | 4-7 |
| **Subdivision** | **Block** | **Lot** |
| **Representative or Agent's interest in property (Owner, Lessee, Etc)** | | |
| **Has any previous application(s) been filed?** | Yes ( ) No (X) | |
| **If Yes, give date of hearing and finding** | | |

| Agent or Representative | Landowner (Owner of Record) |
|---|---|
| BB International | MUCHO Lucio Realty |
| **Business Name (if applicable)** | **Business Name (if applicable)** |
| Luciano Musella | Julia Musella, Vice President |
| **Print Name and Title** | **Print Name and Title** |
| | |
| **Signature** | **Signature** |
| 7/28/15 | 7/28/2015 |
| **Date** | **Date** |
| 1735 E Atlantic Blvd. | 2710 NE 58th ST |
| **Street Address** | **Street Address** |
| Pompano Beach, FL 33060 | Ft. Lauderdale FL 33308 |
| **Mailing Address City/ State/ Zip** | **Mailing Address City/ State/ Zip** |
| 954-330-3919 | 954-560-5993 |
| **Phone Number** | **Phone Number** |
| LUCIANOMUSELLA24@gmail.com ~~LUCIANO MUSELLA@~~ | italJulia@gmail.com |
| **Email** | **Email** |
| Indicate your preferred medium to receive agendas and notifications: ( ) Mail (X) E-Mail | Indicate your preferred medium to receive agendas and notifications: ( ) Mail (X) E-Mail |

RECEIVED JUL 29 2015 Planning and Zoning

Meeting Date: 10/27/2015 Agenda Item 31

REQUESTED COMMISSION ACTION: **QUASI-JUDICIAL**

| Consent | Ordinance | X Resolution | Consideration/ Discussion | Presentation |
|---|---|---|---|---|
| | | | | |

SHORT TITLE: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING A PLAT BY VACATING AN EXISTING NON-VEHICULAR ACCESS LINE LOCATED WITHIN AN ABANDONED RIGHT-OF-WAY AND DEDICATING A NEW NON-VEHICULAR ACCESS LINE ALONG THE NEW RIGHT-OF-WAY LINE FOR PROPERTY LOCATED AT 1400-1442 S. POWERLINE ROAD; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The property owner, 1400 Investments LLC, has requested to amend the Non-vehicular Access Lines (NVAL) on the Powerline/McNab Commercial Plat (P.B. 123, Page 41) in order to move the NVALs 28 feet to the west. The proposed location of the NVALs, therefore, would be located along the new right-of-way line that is currently being created via a separate ordinance on the same City Commission Agenda. The length of the NVALs will remain the same. Staff has no objection.

(1) Origin of request for this action: Cathy Donn of Craven Thompson & Associates, Inc.
(2) Primary staff contact: Maggie Barszewski/ Robin M. Bird Ext. 7921
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Dev. Serv. Dept. | 10/5/2015 | Approval | |
| City Attorney | 10/16/2015 | ✓ | CAC 2016-58 |

___ Advisory Board

X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | Resolution | Consideration | |
|---|---|---|---|
| Workshop | | | |
| 1st Reading | 1st Reading | Results: | Results: |
| 2nd Reading | | | |

G:\Zoning 2009\Plats\2015\plat note amendments\15-140000012 Powerline McNab Commercial PNA\Powerline McNab Commercial plat NVAL amendment agenda item 15-560.doc

**City Attorney's Communication #2016-58**
October 16, 2015

**TO:** Maggie Barszewski, AICP, Planner

**FROM:** Carrie L. Sarver, Assistant City Attorney

**RE:** Resolution Approving a Vacation of a Non-Vehicular Access Line (NVAL) and Dedicating a new NVAL to the new Right-of-Way Line –1400-1442 S. Powerline Road

As requested, the following form of resolution, relative to the above-referenced matter, has been prepared and is attached:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING A PLAT BY VACATING AN EXISTING NON-VEHICULAR ACCESS LINE LOCATED WITHIN AN ABANDONED RIGHT-OF-WAY AND DEDICATING A NEW NON-VEHICULAR ACCESS LINE ALONG THE NEW RIGHT-OF-WAY LINE FOR THE PROPERTY LOCATED AT 1400-1442 S. POWERLINE ROAD; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

CARRIE L. SARVER

/cls
l:cor/dev-srv/2016-58

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING A PLAT BY VACATING AN EXISTING NON-VEHICULAR ACCESS LINE LOCATED WITHIN AN ABANDONED RIGHT-OF-WAY AND DEDICATING A NEW NON-VEHICULAR ACCESS LINE ALONG THE NEW RIGHT-OF-WAY LINE FOR THE PROPERTY LOCATED AT 1400-1442 S. POWERLINE ROAD; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That the existing non-vehicular access line ("NVAL"), as described and depicted in Exhibit "A," attached and incorporated herein, is hereby vacated; and

**SECTION 2.** That a new NVAL is hereby dedicated along a point twenty-eight (28) feet to the west of the vacated NVAL, as described and depicted in Exhibit "B," attached and incorporated herein.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____ day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

/cls
10/19/15
l:reso/2016-24

Exhibit A

FOR: 3400 Investments, LLC

# DESCRIPTION TO ACCOMPANY SKETCH

## NON-VEHICULAR ACCESS LINE TO BE VACATED

## LEGAL DESCRIPTION:

A NON-VEHICULAR ACCESS LINE FOR TRACT A, POWERLINE/McNAB COMMERCIAL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 123, PAGE 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT A; THENCE NORTH 00°14'07" EAST, ALONG THE WESTERLY LINE OF SAID TRACT A, A DISTANCE OF 267.00 FEET TO THE POINT OF TERMINUS NO. 1; THENCE CONTINUE NORTH 00°14'07" EAST, ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING NO. 2; THENCE CONTINUE NORTH 00°14'07" EAST, ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 129.72 FEET TO THE POINT OF TERMINUS NO. 2;

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

## NOTES:

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING AND ARE REFERENCED TO THE WEST LINE OF TRACT A, POWERLINE/McNAB COMMERCIAL, PLAT BOOK 123, PAGE 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, WHICH BEARS NORTH 00°14'07" EAST.

THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.

ALL DOCUMENTS ARE RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

## CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17.052(5), (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER #271

THOMAS C. SHAHAN - FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER NO 4387
STATE OF FLORIDA

THE SKETCH OF SURVEY AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

G:\2015\15-0039 POWERLINE MCNAB COMM PLAT\DRAWINGS\SD-NVAL VACATION

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN·THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

| UPDATES and/or REVISIONS | DATE | BY | CK'D |
|---|---|---|---|
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CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
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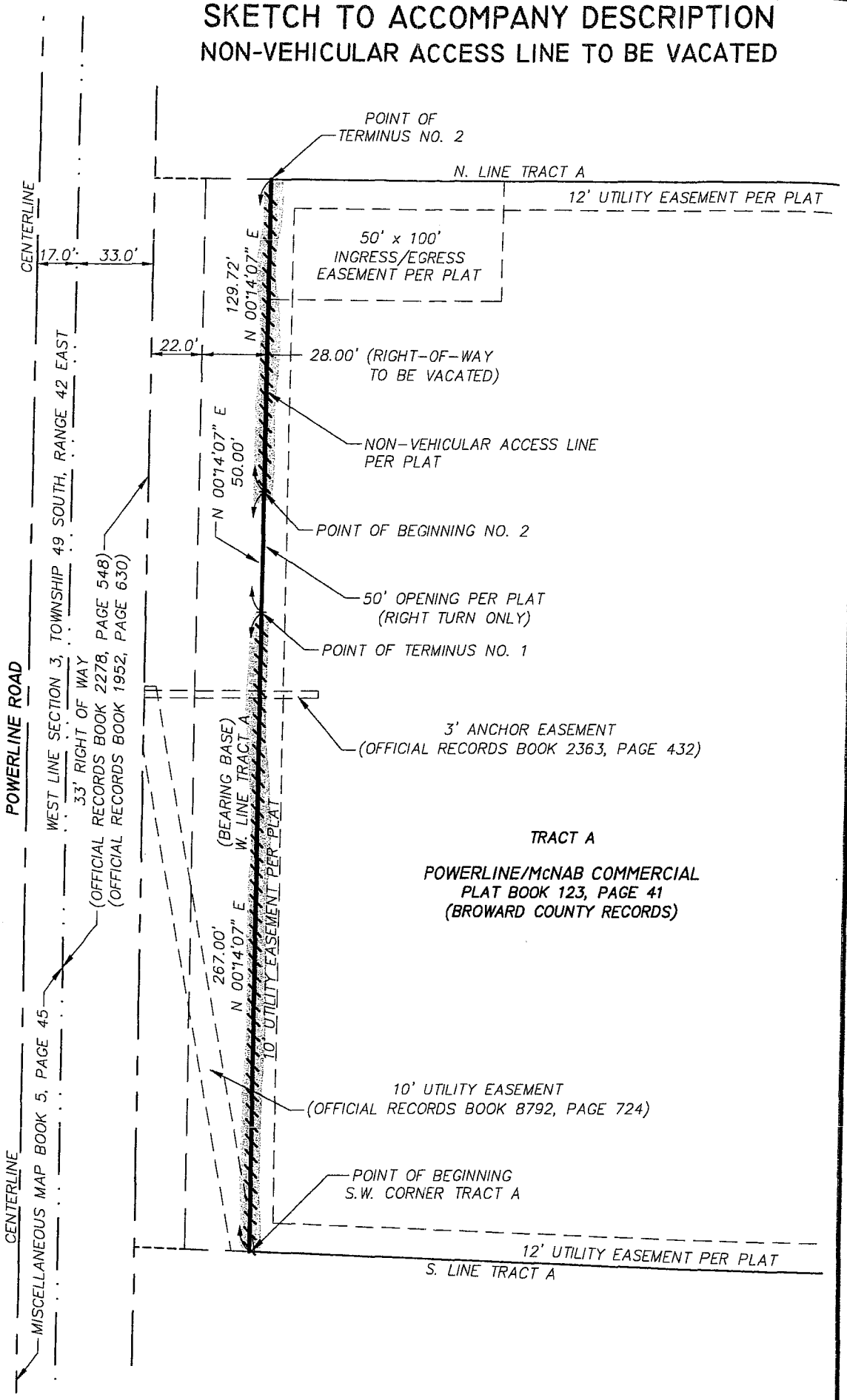
| | |
|---|---|
| JOB NO.: 15-0039-001 | SHEET 1 OF 2 SHEETS |
| DRAWN BY: T.S. | F.B. N/A PG. N/A |
| CHECKED BY: R.Y. | DATED: 06-22-15 |

# SKETCH TO ACCOMPANY DESCRIPTION
## NON-VEHICULAR ACCESS LINE TO BE VACATED

SCALE: 1"=60'

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|---|---|
| JOB NO.: 15-0039-001 | SHEET 2 OF 2 SHEETS |
| DRAWN BY: T.S. | F.B. N/A PG. N/A |
| CHECKED BY: R.Y. | DATED: 06-22-15 |

FOR: 1400 Investments, LLC

# DESCRIPTION TO ACCOMPANY SKETCH
## NON-VEHICULAR ACCESS LINE TO BE DEDICATED

## LEGAL DESCRIPTION:

*A PORTION OF THE 50.00 FOOT RIGHT-OF-WAY FOR POWERLINE ROAD DEDICATED BY POWERLINE/McNAB COMMERCIAL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 123, PAGE 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*COMMENCE AT THE SOUTHWEST CORNER OF TRACT A, OF SAID POWERLINE/McNAB COMMERCIAL; THENCE NORTH 87°50'54" WEST, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 28.02 FEET TO THE POINT OF BEGINNING NO. 1; THENCE NORTH 00°14'07" EAST, ALONG A LINE 28.00 FEET WEST OF, AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT A, A DISTANCE OF 266.06 FEET TO THE POINT OF TERMINUS NO. 1; THENCE CONTINUE NORTH 00°14'07" EAST, ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING NO. 2; THENCE CONTINUE NORTH 00°14'07" EAST, ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 129.72 FEET TO THE POINT OF TERMINUS NO. 2;*

*SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.*

## NOTES:

*BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING AND ARE REFERENCED TO THE WEST LINE OF TRACT A, POWERLINE/McNAB COMMERCIAL, PLAT BOOK 123, PAGE 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, WHICH BEARS NORTH 00°14'07" EAST.*

*THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.*

*ALL DOCUMENTS ARE RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.*

## CERTIFICATE:

*WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17.052(5), (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.*

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LICENSED BUSINESS NUMBER #271

THOMAS C. SHAHAN-FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER NO 4387
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:\2015\15-0039 POWERLINE MCNAB COMM PLAT\DRAWINGS\SD-NVAL DEDICATION

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| UPDATES and/or REVISIONS | DATE | BY | CK'D |
|---|---|---|---|
| | | | |
| | | | |
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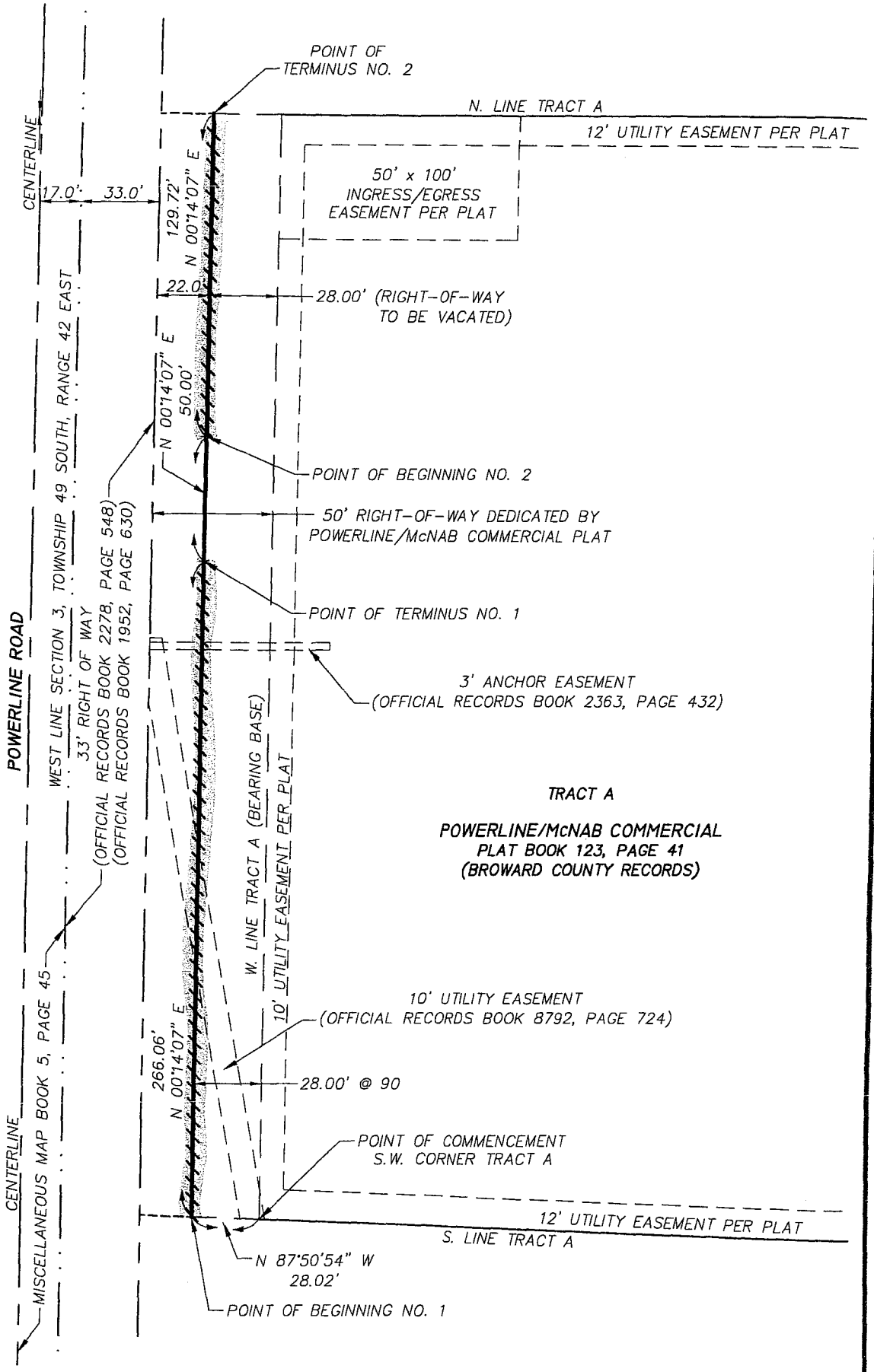
| | |
|---|---|
| JOB NO.: 15-0039-001 | SHEET 1 OF 2 SHEETS |
| DRAWN BY: T.S. | F.B. N/A PG. N/A |
| CHECKED BY: R.Y. | DATED: 06-22-15 |

# SKETCH TO ACCOMPANY DESCRIPTION
## NON-VEHICULAR ACCESS LINE TO BE DEDICATED

SCALE: 1"=60'




G:\2015\15-0039 POWERLINE MCNAB COMM PLAT\DRAWINGS\SD-NVAL DEDICATION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|---|---|
| JOB NO.: 15-0039-001 | SHEET 2 OF 2 SHEETS |
| DRAWN BY: T.S. | F.B. N/A PG. N/A |
| CHECKED BY: R.Y. | DATED: 06-22-15 |

Meeting Date: October 27, 2015 Agenda Item 32

REQUESTED COMMISSION ACTION: **QUASI-JUDICIAL**

| Consent | X Ordinance | Resolution | Consideration/ Discussion | Presentation |
|---|---|---|---|---|
| | | | | |

SHORT TITLE AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA ADOPTING A SMALL SCALE COMPREHENSIVE PLAN MAP AMENDMENT FOR THE PROPERTY LOCATED AT 4411 N. FEDERAL HIGHWAY; PROVIDING FOR A DETERMINATION THAT A LOCAL PLANNING AGENCY HEARING WAS HELD ON JULY 22, 2015; PROVIDING THAT A TRANSMITTAL AND ADOPTION PUBLIC HEARING WILL BE HELD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

**Summary of Purpose and Why:**

The Applicant is proposing a change in the land use designation of the 9.8 gross-acre property located on the west side of N. Federal Highway, at 4411 N. Federal Highway. Currently the property has a Residential High Land Use designation. The Applicant is requesting a change in land use to a dashed-line area that will allow a maximum of 243 residential units. This small scale land use plan amendment request satisfies the conditions of the Declaration of Restrictive Covenants (Exhibit A of attached Application) entered into by the Property Owner (Jag-Star Pompano, LLC) and the City of Pompano Beach in October of 2013 for the project known as the Jefferson. The purpose of this amendment is to create 247 additional flex units for use by the City within the flex receiving area. The Planning & Zoning Board unanimously recommended approval of this amendment.

Attached memo 15-562 clarifies the correct number of flex units to be returned to the flex pool is 207 units.

(1) Origin of request for this action: City of Pompano Beach
(2) Primary staff contact: Robin M. Bird/ Maggie Barszewski Ext. 7921
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Dev. Services | 7/1/15 | Approval | Memo# 15-355 |
| City Attorney | 8/27/15 | | CAC# 2015-1439 |

X Planning and Zoning Board Memo #15-049 (7/29/2015)
X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | | Resolution | | Consideration | |
|---|---|---|---|---|---|
| Workshop | | | | | |
| 1st Reading | 10/13/15 | 1st Reading | | Results: | Results: |
| Approved | | | | | |
| 2nd Reading | 10/27/15 | | | | |

pompano beach
Florida's Warmest Welcome

# MEMORANDUM

## Development Services

**MEMORANDUM NO. 15-562**

DATE: October 22, 2015

TO: Robin M. Bird, Development Services Director

FROM: Maggie Barszewski, AICP, Planner

SUBJECT: 2nd Reading of LUPA Ordinance
Clarifying Net New Flex Units from the Jefferson Land Use Plan Amendment
4411 N. Federal Highway

P & Z # 15-92000003

---

The *Net New* (*additional)* Flex Units to be added to the City-wide pool as a result of this Land Use Plan is 207.

G:\Zoning 2009\Rezonings & LUPA's\2015\15-92000003 - LUPA Jefferson - Jag Star LLC\CC\Clarifying Net New Flex Units from the Jefferson
LUPA.doc

**City Attorney's Communication #2015-1439**
August 27, 2015

**TO:** Maggie Barszewski, AICP, Planner

**FROM:** Mark E. Berman, City Attorney

**RE:** Ordinance Amending the Future Land Use Designation for Property Located on the West Side of Federal Highway, South of NE 43rd Court

As requested in your memorandum of August 20, 2015, Department of Development Services Memorandum #15-439, the following form of Ordinance, relative to the above-referenced matter, has been prepared and is attached:

> **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ADOPTING A SMALL SCALE COMPREHENSIVE PLAN MAP AMENDMENT FOR THE PROPERTY LOCATED AT 4411 N. FEDERAL HIGHWAY; PROVIDING FOR A DETERMINATION THAT A LOCAL PLANNING AGENCY HEARING WAS HELD ON JULY 22, 2015; PROVIDING THAT A TRANSMITTAL AND ADOPTION PUBLIC HEARING WILL BE HELD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

MARK E. BERMAN

MEB/jrm
l:cor/dev-srv/2015-1439

Attachment

**ORDINANCE NO. 2016 -_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ADOPTING A SMALL SCALE COMPREHENSIVE PLAN MAP AMENDMENT FOR THE PROPERTY LOCATED AT 4411 N. FEDERAL HIGHWAY; PROVIDING FOR A DETERMINATION THAT A LOCAL PLANNING AGENCY HEARING WAS HELD ON JULY 22, 2015; PROVIDING THAT A TRANSMITTAL AND ADOPTION PUBLIC HEARING WILL BE HELD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 163.3184 F.S., the Planning and Zoning Board/Local Planning Agency held a duly noticed public hearing on July 22, 2015 on the proposed amendments to the Future Land Use Map of the adopted City of Pompano Beach Comprehensive Plan, and subsequently recommended approval to the City Commission; and

**WHEREAS,** said amendment proposes to change a Land Use Plan map designation of 9.8 gross acres in the High Residential 46 (HR46) to a dashed-line area which will allow a maximum of 243 dwelling units, for the property legally described in Exhibit A; and

**WHEREAS**, at the public hearings, the parties having an interest and all other citizens so desiring had an opportunity to be and were in fact heard; and

**WHEREAS,** pursuant to Section 154.08(2) of the City's Code of Ordinances, notice of the time and place of the hearing to certain property owners as required has been mailed at least ten (10) days prior to the hearing; and

**WHEREAS**, pursuant to Ch. 163.3187, Florida Statutes, the City Commission held at least one duly noticed public hearing on the proposed amendment to the Future Land Use Map of the adopted City of Pompano Beach Comprehensive Plan; and

**WHEREAS**, all staff reports, minutes of meetings, findings of fact and support documents are hereby incorporated by reference; and

**WHEREAS**, the City Commission has considered the application in its entirety, staff reports, minutes of meetings, findings of fact and support documents and determines the request is in the best interests of the City; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1**. That the foregoing application recitals, findings of fact, minutes of meetings and all staff reports and documents are true and correct, and are hereby incorporated by reference and transmitted.

**SECTION 2.** That duly noticed public hearing was held on July 22, 2015, by the Local Planning Agency in compliance with Section 163, Florida Statutes, to consider the referenced Future Land Use Map Amendment.

**SECTION 3.** That the City Commission hereby adopts the amendment to the City of Pompano Beach Future Land Use Map to change the land use designation from High Residential 46 (HR46) to a dashed-line designation with 243 units on 9.8 gross acres located at 4411 N. Federal Highway, as legally described in Exhibit A, attached hereto and made a part hereof, which satisfies the requirement in the Declaration of Restrictive Covenants previously executed between the City and the Property Owner and recorded in the Broward County Public Record in Official Records Book 50311, Page 1016-1022.

**SECTION 4.** That the City Clerk is directed to transmit a certified copy of this Ordinance to the Department of Economic Opportunity and required State Agencies for review under the Small Scale amendment process allowed by Ch. 163.

**SECTION 5.** The City Clerk is directed to transmit a certified copy of this Ordinance to the Broward County Planning Council with the City's amended Future Land Use Map for the Planning Council to recertify the City Future Land Use Map.

**SECTION 6.** That in the event any provision or application of this Ordinance shall be held invalid, it is the legislative intent that the other provisions and applications thereof shall not be thereby affected.

**SECTION 7.** That all Ordinances or parts of Ordinances in conflict herewith are to the extent of said conflict, hereby repealed.

**SECTION 8.** That this Ordinance shall take effect immediately upon its passage and adoption, but the amendments shall not become effective until the Broward County Planning Council recertifies the City's Future Land Use Map as consistent with the County Land Use Plan.

**PASSED FIRST READING** this _____ day of _____, 2015.

**PASSED SECOND READING** this _____ day of _____, 2015.

_____

**LAMAR FISHER, MAYOR**

**ATTEST:**

_____

**ASCELETA HAMMOND, CITY CLERK**

:jrm
9/15/15
L:ord/2015-467

# Exhibit A - Legal Description

**PARCEL "A" POMPANO CREEK, AS RECORDED IN PB 181, PAGE 3 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA**

# PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
# MEMORANDUM #15-049

**DATE:** July 29, 2015

**TO:** City Commission

**FROM:** Planning and Zoning Board/ Local Planning Agency

**SUBJECT:** Local Land Use Plan Amendment – Jag-Star Pompano LLC
P & Z #15-92000003 Project: The Jefferson

---

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on July 22, 2015, the Board considered the request by **Jag-Star Pompano LLC** requesting a LOCAL LAND USE PLAN AMENDMENT of the property located at 4411 N Federal Highway from High (H) to "Dashed-Line" Residential Limited to 243 Dwelling Units.

It is the unanimous recommendation of the Board that the LOCAL LAND USE PLAN AMENDMENT request be approved.

Jerry Mills
Vice Chairman
Planning and Zoning Board/ Local Planning Agency

KEM
G:\Zoning 2009\Rezonings & LUPA's\2015\15-92000003 - LUPA Jefferson - Jag Star LLC\P&Z\15-92000003 PZ_Recommendation Memo 15-049.doc

pompano beach
Florida's Warmest Welcome

# MEMORANDUM

## Development Services

**ADMINISTRATIVE MEMORANDUM NO. 15-355**

DATE: July 1, 2015

TO: Planning and Zoning Board

VIA: Robin M. Bird, Development Services Director

FROM: Jean E. Dolan, AICP, Planning Consultant

RE: Jefferson Property Small Scale Local Land Use Plan Amendment
4411 N. Federal Highway

P&Z # 15-92000003

---

**Request**
The property owner of 4411 N. Federal Highway (Jag-Star Pompano, LLC) and the City of Pompano Beach entered into an agreement dated October 24, 2013, which is recorded in Broward County OR Book 50311, Page 990, to allow for this local land use plan amendment. Currently, the land use designation of the 9.8 acre subject property on both the City of Pompano Beach Future Land Use Map and the County's Land Use Plan is High Density Residential which allows up to 46 du/acre per the City Plan and 50 du/acre (490 units) per the County Plan, however, the Owner only built 25 units per acre (243 units). The City is requesting a change in the future land use designation to a "dashed-line area" for the property that reduces the maximum residential entitlement to the requested 243 units. By leaving the High Density designation on the County's Plan, the City will increase the pool of flexibility units for use in the City's Flex Receiving Area by 247 units.

**Proposed Development**
The Jefferson project is under construction and is nearly completed. The proposed land use designation will limit the density of the site to the 243 units shown on the approved site plan for the Jefferson project. The 247 flex units created by the local plan amendment, upon recertification by Broward County, can be used anywhere within the City's flex receiving area.

**A. Existing Land Use Designations - Density/Intensities**
The existing Residential High land use designation on the County's Plan allows for 50 du/acre or a total of 490 units. By leaving the Residential High designation on the County's Plan and reducing the density on the City's plan to 243 units, the City creates an additional 247 flexibility units.

**B. Proposed Land Use Designation - Density/Intensities**
The maximum allowable development under the proposed dashed-line land use designation is 243 units.

**C. Rationale for the Proposed Amendment**
The amendment will result in the City's Future Land Use Map reflecting what is actually built on-site and will allow the City to use the unbuilt density as flexibility units elsewhere in the City.

# LEGEND

## FOR LAND USE PLAN

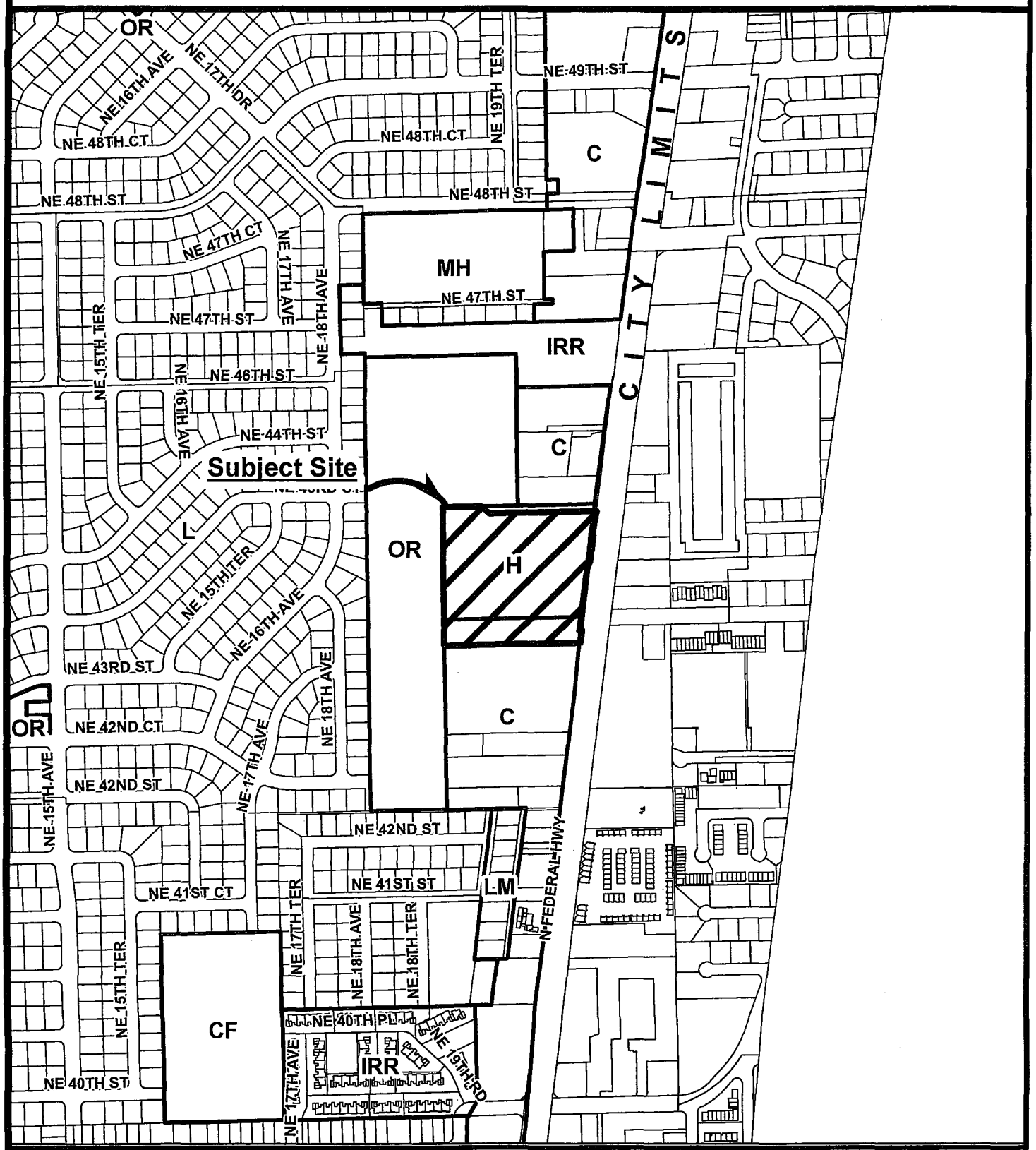
| | Symbol | Classification Units/ Acre |
|---|---|---|
| | | Gross Residential Density |
| | | Residential |
| | E | Estate |
| | L | Low |
| | LM | Low- Medium |
| | M | Medium |
| | MH | Medium-High |
| * | H | High |
| | C | Commercial |
| | CR | Commercial Recreation |
| | I | Industrial |
| | T | Transportation |
| | U | Utilities |
| | CF | Community Facilities |
| | OR | Recreation & Open Space |
| | W | Water |
| | RAC | Regional Activity Center |
| | | Boundaries City of Pompano Beach |
| | 13 | Number |
| > | | Reflects the maximum total number of units permitted within the dashed line of Palm Aire & Cypress Bend being 9,724 and 1,998 |

## FOR ZONING MAP

| | Symbol | District |
|---|---|---|
| | RS-1 | One-Family Residence |
| | RS-2 | One-Family Residence |
| | RS-3 | One-Family Residence |
| | RS-4 | One-Family Residence |
| | RD-1 | Two- Family Residence |
| | RM-12 | Multi-Family Residence |
| | RM-20 | Multi-Family Residence |
| | RM-30 | Multi-Family Residence |
| * | RM-45 | Multi-Family Residence |
| | RM-45/HR | Overlay |
| | RPUD | Residential Planned Unit Dev. |
| | AOD | Atlantic Boulevard Overlay District |
| | MH-12 | Mobile Home Park |
| | B-1 | Limited Business |
| | B-2 | Neighborhood Business |
| | B-3 | General Business |
| | B-4 | Heavy Business |
| | RO | Residence Office |
| | M-1 | Marina Business |
| | M-2 | Marina Industrial |
| | I-1 | General Industrial |
| | I-1X | Special Industrial |
| | O-IP | Office Industrial Park |
| | BP | Business Parking |
| | BSC | Planned Shopping Center |
| | PCI | Planned Commercial / Industrial Overlay |
| | PR | Parks & Recreation |
| | CR | Commerical Recreation |
| | CF | Community Facilities |
| | T | Transportation |
| | PU | Public Utility |

| | |
|---|---|
| * | **Existing** |
| > | **Proposed** |

# CITY OF POMPANO BEACH
# OFFICIAL LAND USE MAP




1 in = 600 ft

7/9/2015 macker

3

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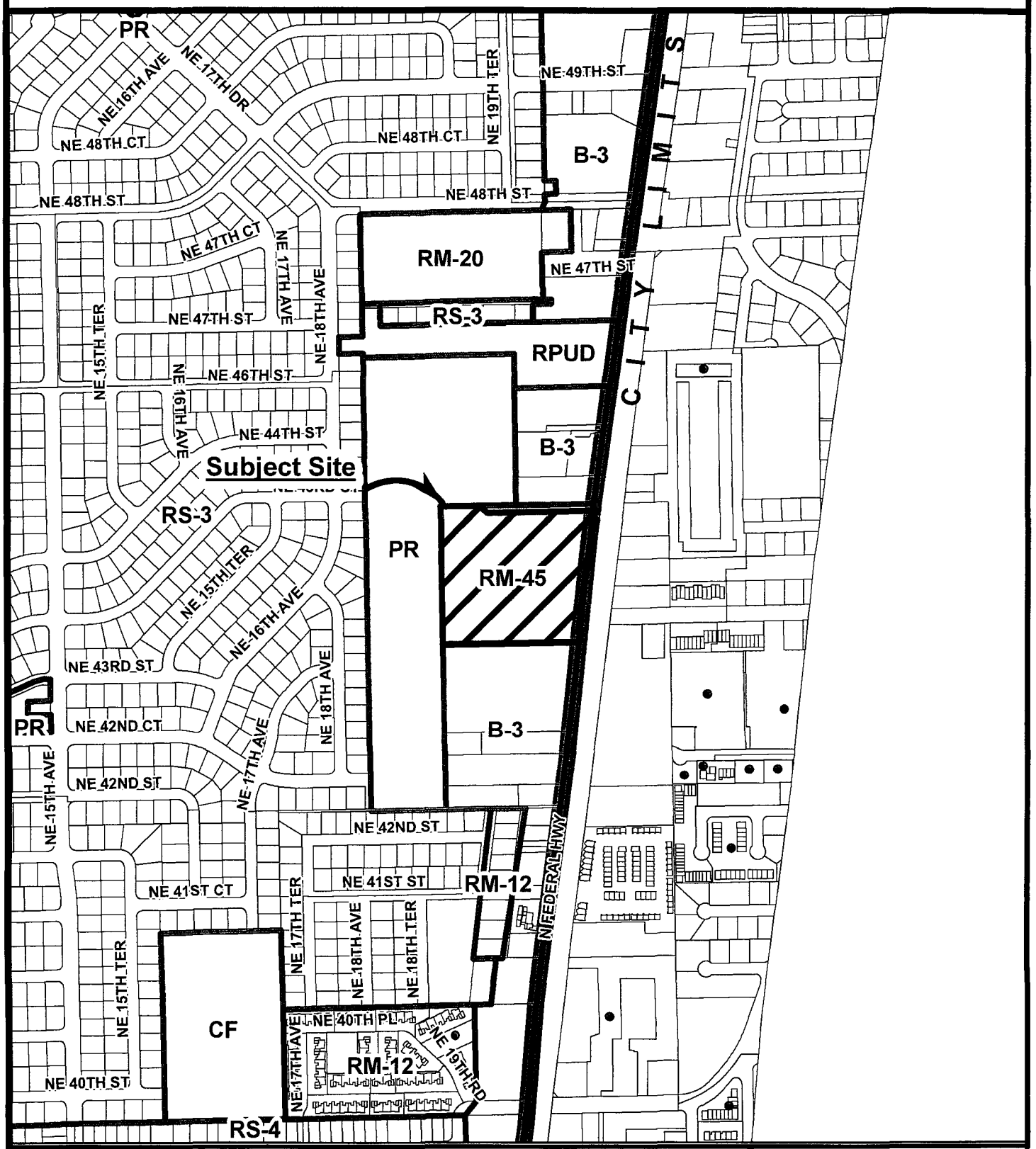
PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

# CITY OF POMPANO BEACH
# OFFICIAL ZONING MAP




1 in = 600 ft

7/9/2015 macker

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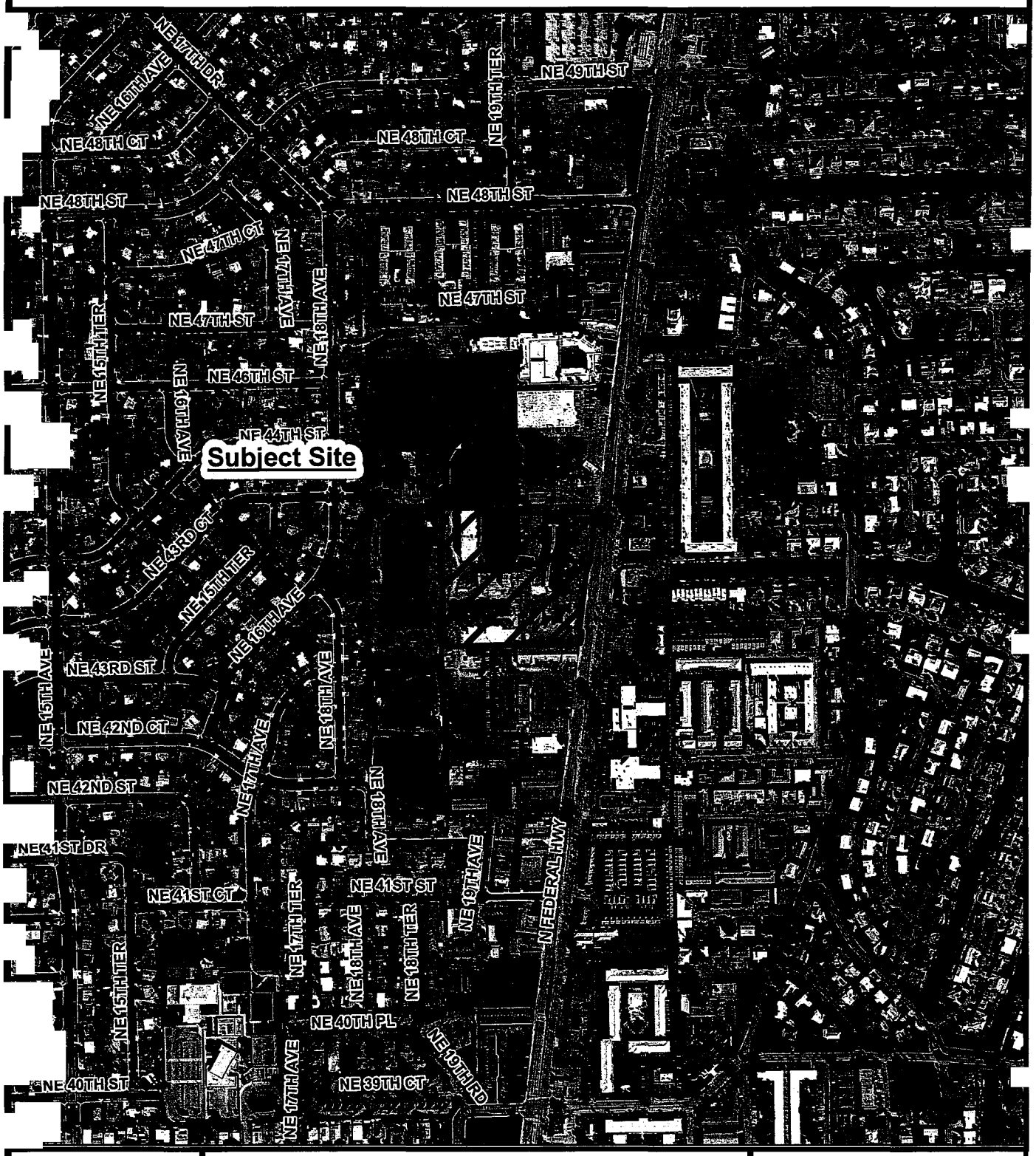
PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

# CITY OF POMPANO BEACH
# AERIAL MAP

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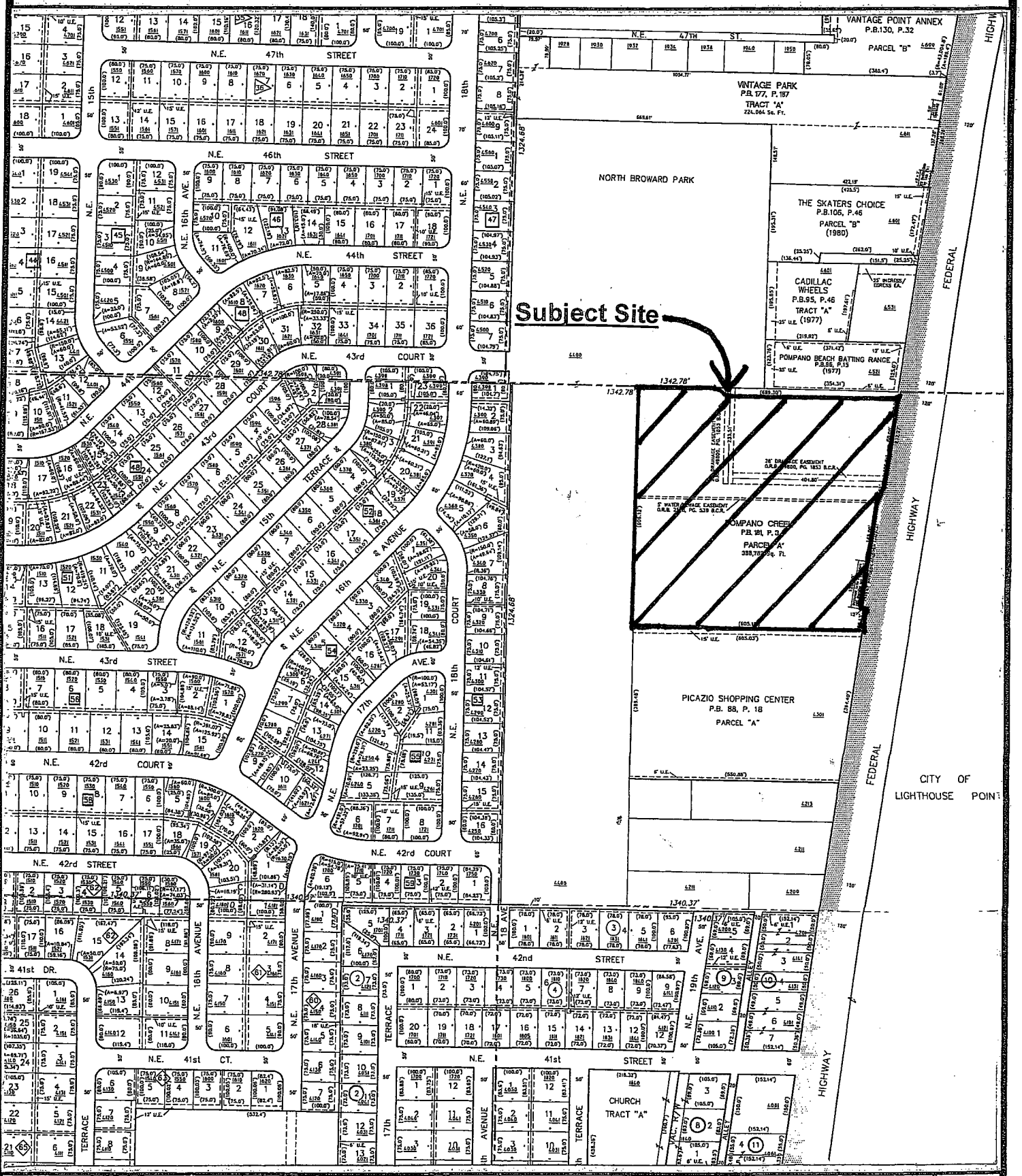
# EXCERPT FROM THE CITY OF POMPANO BEACH
# PLAT MAP




SCALE: NTS



NORTH

**D. Surrounding Land Uses** – The subject property is surrounded by the following land use designations:

| Location | City Land Use Designation | County Land Use Designation |
|---|---|---|
| North | Commercial (C) and Open Space Recreation (OR) | Commercial (C) and Parks and Recreation (PR) |
| South | Commercial (C) | Commercial (C) |
| East | Federal Highway/City of Lighthouse Point designated Commercial (C) | Commercial (C) |
| West | Open Space Recreation (OR) | Parks and Recreation (PR) |

**E. Proposed City Land Use Designation** - The proposed land use designation is a dashed-line area with 243 units.

**F. Impact Analysis**

The proposed intensity of the amendment area is a decrease over what is currently allowed under the city's adopted plan; the reduction in intensity is due to the change from the Residential High land use designation to a dashed-line designation limited to 243 units. By leaving the County's Plan at Residential High, 247 flexibility units will be added to the City's flex pool. These 247 units can be allocated anywhere within the City's flex receiving area. The net change in total impacts from these units, therefore, will be zero for all concurrency-related utilities including Sanitary Sewer, Potable Water, Drainage, Solid Waste, Recreation and Open Space, Traffic Circulation, Mass Transit and Public Education. Any localized impacts on these facilities caused by the allocation of flex units will be evaluated at the time those units are awarded.

Natural and Historic Resources

The site does not contain any natural or historic resources.

Affordable Housing

The requirements for affordable housing units per the Broward County Land Use Plan Policy 1.07.07 do not apply for this request because this is (1) a local plan amendment only and (2) the proposed amendment is reducing the entitlements on the site.

Land Use Compatibility

The proposed dashed-line area reflects what has been built on the site and is thus compatible with the adjacent land uses.

Hurricane Evacuation Analysis

The subject property is not within a hurricane evacuation area.

Redevelopment Analysis

The property is not within a Community Redevelopment Area.

Intergovernmental Coordination

The subject property is not adjacent to any other local governments.

Consistency with Goals, Objectives and Policies of the City's Land Use Plan
The proposed intent of the amendment, which is to create additional flex units, is consistent with the following goals, objectives and policies of the Land Use Element of the Comprehensive Plan:

**Objective Major Corridor Land Use**
1.4.1 Support and promote the intermix of residential and commercial uses along major traffic corridors.

**Policies**
1.4.2 The Planning Department shall support and promote the intermix of residential and commercial uses along major traffic corridors, where mass transit is available, through the allocation of flex and reserve units and approval of land use plan map amendments allowing for residential developments.

**Objective New Land Use Regulations**
1.7.1 Encourage the adoption of innovative land development regulations. Adopt new land use designations for Residential, Mixed Use, Transportation Oriented Districts, Transportation Oriented Corridors and amend the land development regulations, including the creation of new zoning districts for these land use designations.

**Policies**
1.7.22 Annually evaluate the effect of land development regulations and permitting on the affordability of housing and take appropriate actions to support the affordability of housing. Continue to implement the incentives for providing affordable housing currently in the land development regulations including the use of flex units for affordable housing and the expedited permit review process for developments primarily aimed at providing affordable housing.

**Objective Hurricane Preparedness**
1.9.1 Make preparations to protect residences and businesses from hurricanes.

**Policies**
1.9.2 Adhere to the City's Unified Flex Zone which does not contain a receiving area located east of the Intracoastal Waterway.

**Objective Urban Infill Criteria**
1.12.1 Establish criteria which encourage development of urban infill and community redevelopment areas to promote economic development, increase housing opportunities and maximize the use of existing public facilities and services.

**Policies**
1.12.04 Utilize the existing flexibility provisions to facilitate proposed mixed use developments in urban infill areas provided that the proposed developments are compatible with the community character.

1.12.05 The City shall utilize flexibility units and reserve units to increase residential densities within the flex and reserve receiving areas when consistent with the community character; adjacent land uses; and public school capacity both within Pompano and affected contiguous municipalities; and has undergone a compatibility review relative to potential impacts on Environmentally Sensitive

Lands and County or regional parks in accordance with Policy 13.01.10 of the Broward County Land Use Plan.

**G. Recommendation of Approval**
Staff recommends approval of the Land Use Plan Map Amendment from the current "Residential High" Future Land Use designation to a dashed-line are with 243 units for the property legally described in Exhibit A.

**ALTERNATIVE MOTIONS:**

1) **Motion to recommend approval** of the Land Use Plan Map Amendment from the current "Residential High" Future Land Use designation to "Dashed-Line 243 Units" for the property legally described in Exhibit A.

   The approval is based upon the finding that the amendment is compatible with the goals, objectives and policies in the Comprehensive Plan, specifically:

   **Goal**

   01.00.01 The attainment of a living environment which provides the maximum physical, economic and social well being for the City and its residents through the thoughtful and planned use and control of the natural and man-made environments that discourages urban sprawl, is energy efficient and reduces greenhouse gas emissions.

   **Policies**

   01.03.05 All Land Use Plan Map amendments and rezonings shall provide for the orderly transition of varying residential land use designations.

   01.03.04 Consider the preservation of established single family neighborhoods in all rezonings, land use plan amendments and site plan approvals.

   01.03.05 Consider density and intensity revisions with an emphasis on minimal negative impacts to existing residential areas, particularly single family areas.

   01.03.11 Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezonings.

   01.06.01 Consider the impacts that land use amendments, rezonings or site plan approvals have on natural resources and historic properties.

   01.06.12 Review all land use plan map amendments, rezonings and site plan applications to ensure that there is sufficient potable water resources available and that they pose no noxious impacts to the Biscayne Aquifer.

   01.07.21 Annually evaluate the effect of land development regulations and permitting on the affordability of housing and take appropriate actions to support the affordability of housing. Continue to implement the incentives for providing affordable housing currently in the land development regulations including the use of flex units for affordable housing and the expedited permit review process for developments primarily aimed at providing affordable housing.

01.07.22 The city's land development code shall include provisions to encourage or enable a variety of housing opportunities in varying price ranges, including housing for low and moderate income families in large scale residential developments.

2) **Motion to table** the requested Comprehensive Plan amendment to provide time for any issues raised by the Board, Staff, Applicant or the general public.

3) **Motion to recommend denial** as the Board finds the proposed land use change incompatible with the goals, objectives and policies in the Comprehensive Plan.

# Exhibit A
# Legal Description

**PARCEL "A" POMPANO CREEK, AS RECORDED IN PB 181, PAGE 3 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA**

Meeting Date: October 27, 2015 Agenda Item 33

REQUESTED COMMISSION ACTION:

| Consent | X Ordinance | Resolution | Consideration/ Discussion | Presentation |
|---|---|---|---|---|
| ___ | ___ | ___ | ___ | ___ |

SHORT TITLE

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH AMENDING CHAPTER 154 "PLANNING", BY AMENDING SECTION 154.61, "RESERVE AND FLEXIBILITY UNITS," TO MODIFY PROCEDURES AND STANDARDS FOR AWARD OF RESERVE AND FLEXIBILITY UNITS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

## Summary of Purpose and Why:

Staff is recommending text amendments to Chapter 154 regarding Flex Units. In addition to proposing format changes in order to make the regulations easier to read, Staff is recommending substantive changes. The first substantive change is to require applications for Allocation of Flex Units to be reviewed by the City's Development Review Committee (DRC). Staff is recommending review by DRC since, similar to Rezoning applications, an allocation of Flex Units can have a significant impact on the development of the site as well as neighboring properties. The second substantive change is exempting infill properties that are one-acre or less from the requirement to provide affordable housing. While infill development is desirable by the city, as it contributes to safe and attractive pedestrian environments as well as utilizes existing infrastructure, it is often more challenging to develop. Staff believes this proposed change would remove a barrier to developing infill properties. Administrative Memo # 15-411 provides additional back-up as to what is meant by "infill" properties. The text amendments were recommended at the July 22, 2015 Planning and Zoning Board meeting.

Per the Motion at 1st Reading, Noticing requirements have been added to the Ordinance

(1) Origin of request for this action: Development Services Dept.
(2) Primary staff contact: Robin M. Bird/ Karen Friedman KBF Ext. 7792
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Dev. Services | 07/06/2015 | Approval | Memo #15-366 |
| City Attorney | 09/23/2015 | Approval | Memo #2015-1582 |
| X Planning and Zoning Board | | Approval | Memo #15-054 (09/02/2015) |
| X City Manager | | | |

| Ordinance | | Resolution | | Consideration | |
|---|---|---|---|---|---|
| Workshop | | | | | |
| 1st Reading | 10/13/15 Approved as amended | 1st Reading | | Results: | Results: |
| 2nd Reading | 10/27/15 | | | | |

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**City Attorney's Communication #2015-1583**
September 17, 2015

**TO:** Karen Friedman, AICP, Principal Planner

**FROM:** Mark E. Berman, City Attorney

**RE:** Ordinance Amending Section 154.61, "Reserve and Flexibility Units"

As requested in your e-mail of September 17, 2015, the following form of Ordinance, relative to the above-referenced matter, has been prepared and is attached:

> **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH AMENDING CHAPTER 154, "PLANNING," BY AMENDING SECTION 154.61, "RESERVE AND FLEXIBILITY UNITS," TO MODIFY PROCEDURES AND STANDARDS FOR AWARD OF RESERVE AND FLEXIBILITY UNITS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

MARK E. BERMAN

/jrm
l:cor/dev-srv/2015-1583

Attachment

**ORDINANCE NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH AMENDING CHAPTER 154, "PLANNING," BY AMENDING SECTION 154.61, "RESERVE AND FLEXIBILITY UNITS," TO MODIFY PROCEDURES AND STANDARDS FOR AWARD OF RESERVE AND FLEXIBILITY UNITS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of its proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

**WHEREAS**, a public hearing before the City Commission has been held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had the opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That Section 154.61, "Reserve and Flexibility Units," of Chapter 154, "Planning," of the City of Pompano Beach Code of Ordinances is amended to read as follows:

**§ 154.61 RESERVE AND FLEXIBILITY UNITS.**

(A) In conformance with the Comprehensive Plan, flexibility and reserve units as defined in § 154.60 of this chapter, may be allocated to authorize multifamily dwellings for residential projects or mixed use projects on properties with commercial land use designations or additional units on properties with residential land use designations. Approval of a transfer of flexibility and reserve units shall be achieved as outlined ~~in subsection (C)~~ below.

(B) Distribution of flexibility and reserve units.

(1) Available flexibility and reserve units may be utilized by the city to rearrange residential densities consistent with the Broward County Land Use Plan provisions.

. . .

~~(4) Distribution of flexibility and reserve units shall be subject to affordable housing requirements, subsection (D) below.~~

(C) Procedure.

~~(1) A written request from the developer to the Planning Director asking for a determination as the availability of surplus units in a certain flexibility zone.~~

~~(2) Approval by the City Commission for the requested number of reserve and flexibility units, or such lesser number, upon applicant establishing by competent and substantial evidence, the following:~~

~~(a) Consistency with applicable goals, objectives and policies of the City's Comprehensive Plan and this chapter.~~

~~(b) The use of the reserve and flexibility units will produce a reasonable development pattern. The criteria for reasonableness shall include compatibility of adjacent land uses and suitability of the parcel for various development patterns.~~

~~(3) Provision of a conceptual site plan pursuant to this chapter.~~

~~(4) Planning and Zoning Board development approval pursuant to this chapter.~~

(1) Step 1: Application Submittal. The applicant shall submit an application to the Development Services Director as follows:

(a) The application is in the form established by the Development Services Director;

(b) The application is accompanied by the application fee as specified in Chapter 154, Appendix A: Fee Schedule; and

(c) The applicant includes information in sufficient detail to evaluate the application in order to determine whether it complies with the review standards listed in subsection (D) below, including a conceptual site plan.

(2) Step 2: Staff Review. Applicable to a recommendation by the Development Service Director, following DRC review and comment based on the Application Review Standards listed in subsection D below.

(3) Step 3: Advisory Body Review and Recommendation. Applicable to a recommendation by the Planning and Zoning Board based on the Application Review Standards listed in subsection D below.

(a) The Planning and Zoning Board hearing shall be noticed as follows:

(i) Published Notice. Notice of the P&Z public hearing shall be published at least five calendar days before the hearing date.

(ii) Mailed Notice. Notice of the P&Z public hearing shall be mailed at least five calendar days before the hearing date to the following recipients: Applicant; Owner(s) of land subject to the application; Owners of real property within 500 feet of the parcel(s) subject to the application; and the local planning agency of the county or adjacent municipality, if its jurisdictional boundary lies within 500 feet of the parcel(s) subject to the application.

(4) Step 4: Decision-Making Body Review and Decision. Applicable to a final decision by the City Commission.

(a) The City Commission hearing shall be noticed as follows:

(i) Published Notice. Notice of the City Commission public hearing shall be published at least ten calendar days before the hearing date.

(ii) Mailed Notice. Notice of the first City Commission public hearing shall be mailed at least ten calendar days before the hearing date to the following recipients: Applicant; Owner(s) of land subject to the application; Owners of real property within 500 feet of the parcel(s) subject to the application; and the local planning agency of the county or adjacent municipality, if its jurisdictional boundary lies within 500 feet of the parcel(s) subject to the application.

~~(5) Payment of a fee in the amount as specified in Chapter 154, Appendix A: Fee Schedule, at the time submission of a written request for a determination as to the availability of dwelling units.~~

(~~6~~ 5) The availability of reserve and flexibility units will become null and void upon the expiration of the time limits provided in the resolution allocating said flexibility and reserve units. Time extensions may be granted for good cause shown if sufficient progress is demonstrated.

(D) Application Review Standards. An application shall only be approved on a finding that there is competent substantial evidence in the record that all of the following standards are met:

(1) Consistency with applicable goals, objectives and policies of the city's Comprehensive Plan and this chapter.

(2) The use of the reserve and flexibility units will produce a reasonable development pattern. The criteria for reasonableness shall include compatibility of adjacent land uses and suitability of the parcel for various development patterns.

(3) An agreement to provide affordable housing units per Section (E) below, except that infill properties which are one-acre or less are exempt from this requirement

(~~D~~ E) Affordable housing requirements.

. . .

**SECTION 2.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 3.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this _____ day of _____, 2015.

**PASSED SECOND READING** this _____ day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

MEB/jrm
10/14/15
ord/ch154/2015-489

# PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
# MEMORANDUM #15-054

**DATE:** September 2, 2015

**TO:** City Commission

**FROM:** Planning and Zoning Board/ Local Planning Agency

**SUBJECT:** Proposed Text Amendments to Chapter 154: Planning
§154.61 Reserve and Flexibility Units

---

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on July 22, 2015, the Board considered proposed text amendments to Chapter 154 regarding Reserve and Flexibility Units as set forth in the Department of Development Services Administrative Report 15-366.

Staff recommends text amendments that clarify that flex units may only authorize multifamily dwellings. The text amendments also separate standards of review from the procedures, require review by the DRC and revise the standards for affordable housing. Staff's recommendation is to exempt properties less than one (1) acre from the affordable housing requirement.

The Board requested that staff provide a map that displays the vacant parcels of one acre or less in the City that are located within the flex receiving zone so they can gain a better understanding of the location of the properties in question.

It is the unanimous recommendation of the Board that the text amendments be approved with the addition of the term "infill" to proposed §154.61.D.3 as follows:

§154.61.D.3

**(3)** An agreement to provide affordable housing units per Section (E) below, except that infill properties which are one-acre or less are exempt from this requirement

Jerry Mills
Vice Chairman
Planning and Zoning Board/ Local Planning Agency

kem
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pompano beach
Florida's Warmest Welcome

# MEMORANDUM

## Development Services

2015 AUG 11 AM 10:23

**ADMINISTRATIVE MEMORANDUM NO. 15-411**

DATE: August 6, 2015

TO: Planning and Zoning Board

VIA: Robin M. Bird, Director of Development Services

FROM: Karen Friedman, AICP, Principal Planner KBF

RE: Text Amendments to Chapter 154: Planning
§154.61 Reserve And Flexibility Units
***Additional Information regarding proposed revision to §154.61.D.3***

---

At the July 22, 2015 Planning and Zoning Board hearing Staff presented text amendments to §154.61 Reserve and Flexibility Units. While the Board approved the text amendments, the Board requested Staff report back to the Board with additional information regarding the revision to §154.61.D.3. This memo, therefore, includes additional information regarding the proposal to exempt properties which are one–acre or less from having to provide affordable housing in conjunction with an allocation of flex units.

**Map of Vacant Parcels**
In order to understand the amount and location of properties that would be impacted by the recommendation, the Board requested a map of vacant parcels in the Flex Receiving Area.

The attached map shows the vacant parcels in the Flex Receiving area that are eligible for Residential Flex allocation (i.e. parcels with Residential or Commercial Land Use). Parcels that are one acre or less are shown in blue. Parcels which are larger than one acre are shown in red. The map shows that there are 549 vacant parcels, of which 93% are one acre or less. Additionally the overwhelming majority of the blue parcels are located in either the "Urban Infill Area" (described further below) or within the NW CRA.

**Defining Infill**
Administrative Memo §15-366 explained that the justification for exempting properties one-acre or less from the affordable housing requirements is to encourage infill development. The report further explained that while infill development is desirable by the city, as it contributes to safe and attractive pedestrian environments as well as utilizes existing infrastructure, it is often more challenging to develop. Therefore the Board's recommendation was to add the word "infill" into the proposed §154.61.D.3.

However in conjunction with their recommendation, the Board requested Staff report back as to what is meant by infill development.



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In order to better understand what is meant by infill development Staff has attached the following:

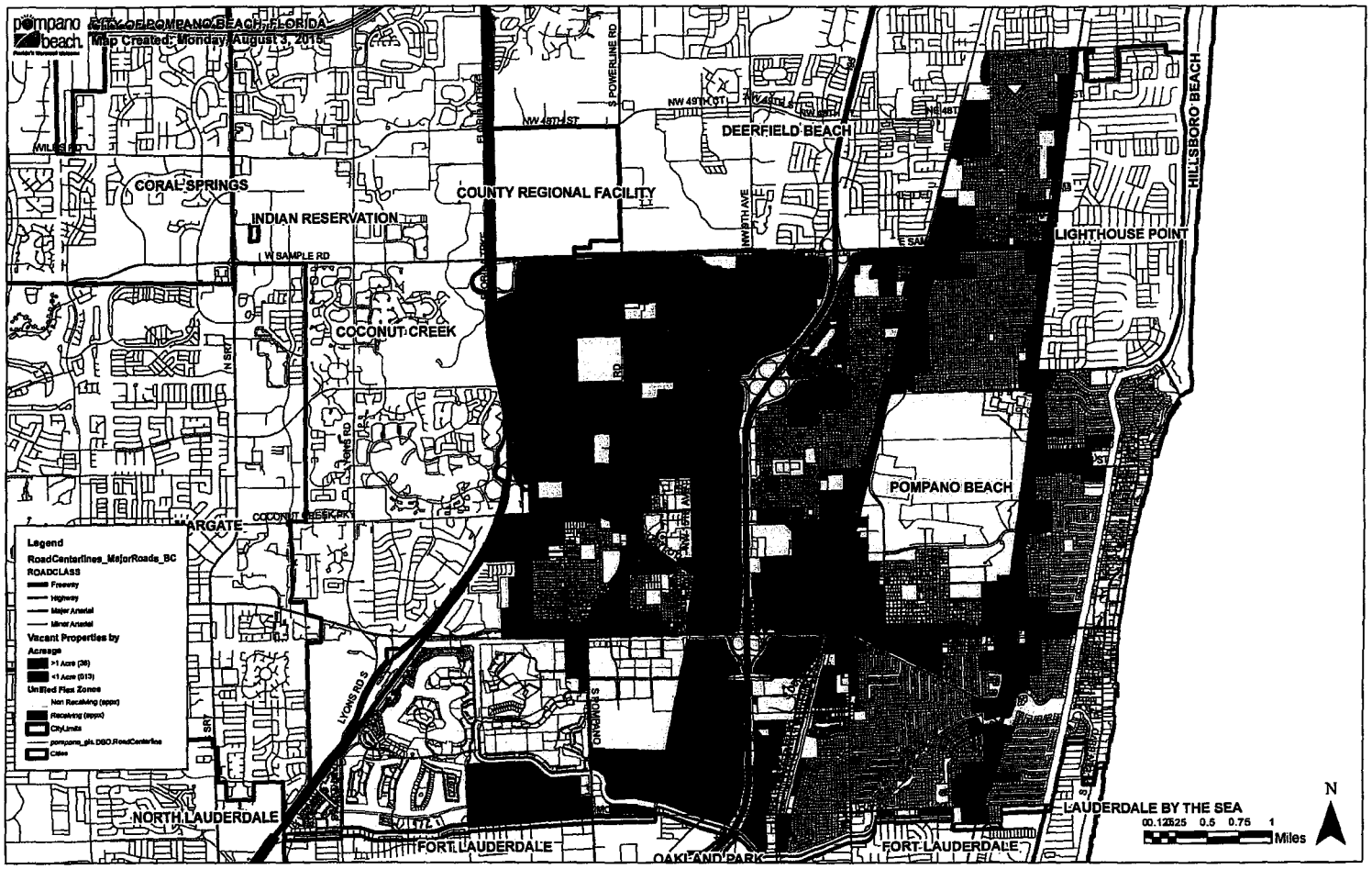
- Broward County Land Use Plan Goal 17.00.00 and Policies related to Urban Infill Areas
- Definition of "Urban Infill" from the City's Comprehensive Plan, Future Land Use Element, Land Use Implementation section
- Objective and Policies related to Urban Infill Areas from the City's Comprehensive Plan, Future Land Use Element
- Map of Urban Infill Areas, Broward County

The City's Land Use Plan's Implementation section defines Urban Infill as the development of vacant parcels in areas that are built up and have existing public facilities/infrastructure. As can be seen in Broward County Land Use Plan Goal 17.00.00, the County has a stated goal which directs growth to identified urban infill areas, as a measure to reduce sprawl, maximize the use of existing public facilities etc... Likewise the City's Future Land Use Element Objective 01.12.00: "Urban Infill Criteria" encourages development of urban infill areas and community redevelopment areas to promote economic development, increase housing opportunities, and maximize the use of existing public facilities and services. Further, Policy 01.12.03 specifically states the City should use flexibility provisions to facilitate mixed use developments in urban infill areas.

Therefore Staff's recommendation to promote development of small infill parcels, by removing the financial burden of requiring the provision of affordable units, is consistent with both County and City adopted Goals, Objectives, and Policies which promote development of infill areas.

As can be seen in the Map of Urban Infill Areas, the entire portion of the City east of I-95 is included in the Urban Infill Area. Therefore vacant parcel of one-acre or less located east of I-95 would automatically qualify as infill parcels.

While the NW CRA is not within the "urban infill area", the City's Future Land Use Element Objective 01.12.00: "Urban Infill Criteria" gives the same infill consideration to both urban infill areas and community redevelopment areas. This Objective and its supporting policies encourages redevelopment of community redevelopment areas as urban infill areas. Therefore vacant parcels of one-acre or less located in the NW CRA would also automatically qualify as infill parcels.

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8/3/2015
KeeDan

"Time-Share Unit" means an accommodation of a time-share plan which is divided into time-share periods.

"Tourist Unit" means a house, an apartment, a group of rooms, or a single room occupied or intended for occupancy as a separate living quarter which is licensed, or intended for license as a "hotel" or "motel" by the State Department of Business Regulation, Division of Hotels and Restaurants.

"Urban Character" means an area used intensively for residential, urban recreational, commercial, industrial, institutional, or governmental purposes or an area undergoing development for any of these purposes.

"Urban Infill" means the development of vacant parcels in otherwise built-up areas where public facilities such as sewer systems, roads, schools, and recreation areas are already in place and the average residential density is at least five (5) dwelling units per acre, the average nonresidential intensity is at least a floor area ratio of 1.0 and vacant, developable land does not constitute more than 10 percent of the area.

"Urban Purposes" means that land is used intensively for residential, commercial, industrial, institutional, and governmental purposes, including any parcels of land retained in their natural state or kept free of development as dedicated greenbelt areas.

"Urban Redevelopment" means the demolition and reconstruction or substantial renovation of existing buildings or infrastructure within urban infill or existing urban service areas.

"Urban Services" means services offered by a municipality, either directly or by contract, to any of it's present residents.

"Vegetative Communities" means ecological communities, such as coastal strands, oak hammocks, and cypress swamps, which are classified based on the presence of certain soils, vegetation and animals.

"Very Low-Income Person" means one or more natural persons or a family, not including students, that has a total annual anticipated income for the household that does not exceed 50 percent of the median annual income adjusted for family size for households within the county. While occupying a rental unit, a Very Low-Income Person's annual anticipated gross income may increase to an amount not to exceed 140 percent of 50 percent of the applicable median income adjusted for family size.

"Vested Rights" means rights which have so completely and definitely accrued to or settled in a person, to the extent that it is right and equitable that government should recognize and protect, as being lawful in themselves, and settled according to then current law.

"Water Conservation Area" means designated Conservation areas on the Future Broward County Land Use Plan Map (Series) including reserve water supply areas such as the 790 square miles of Broward County west of Levees 33, 35A, 36, L-37 and L-35 and includes the natural reservations.

01.09.19 Coordinate with Broward County in the preparation of a post disaster redevelopment plan

**Objective Utility Facilities**

01.10.00 Ensure the availability of suitable land for utility facilities required to serve the existing and future development of the City.

**Policies**

01.10.01 Continue to re-evaluate the need for additional property adjacent to existing utility plants or utility facilities in order to meet future development needs.

01.10.02 Continue to require the dedication of sites, easements, and rights-of-way for utilities which are needed to serve the proposed projects and surrounding land uses, as a condition of the approval of development plans.

01.10.03 Continue to require site plan review and screening at proposed sites for electric substations and switching stations, wastewater pumping stations, water storage facilities, and other utility land uses in all land use categories and zoning districts.

01.10.04 The city shall require existing development on septic tanks and private wells to hook up to centralized sewer and water facilities as they become available and will make extension of and connection to centralized sewer facilities in proximity to surface waters a priority.

**Objective Urban Infill**

01.11.00 Identify Urban Infill Areas and Community Redevelopment Areas, adopted pursuant to Chapter 163, Part III, Florida Statutes within the existing urban service area of the City of Pompano Beach.

**Policies**

01.11.01 All Urban Infill Areas and Community Redevelopment Areas adopted pursuant to Chapter 163, Part III, Florida Statutes shall be mapped on the Urban Infill, Urban Redevelopment and Downtown Revitalization Area Map contained in the Broward County Land Use Plan Map Series.

01.11.02 All Urban Infill Areas shall meet the definition of an urban infill area as provided for F.S. 163.3164 (27).

01.11.03 Redevelopment activities in the Community Redevelopment Areas shall be guided by their respective Community Redevelopment Plans, adopted pursuant to Chapter 163, Part III, Florida Statutes.

**Objective Urban Infill Criteria**

01.12.00 Establish criteria which encourage development of urban infill and community redevelopment areas to promote economic development, increase housing opportunities and maximize the use of existing public facilities and services.

**Policies**

01.12.01 Designated Urban Infill Areas and Community Redevelopment Areas, adopted pursuant to Chapter 163, Part III, Florida Statutes shall be excepted from any applicable transportation roadway concurrency requirements.

01.12.02 Continue to support the allowance of mixed use land at strategic locations within Urban Infill, Urban Redevelopment and Downtown Revitalization Areas.

01.12.03 Utilize the existing flexibility provisions to facilitate proposed mixed use developments in urban infill areas provided that the proposed developments are compatible with the community character.

01.15.10 The City shall adopt local design guidelines that require mass transit shelters. Local Activity Center to provide safe and comfortable service and to encourage mass transit usage.

01.15.11 The City shall promote development of key intersections or major transit stops to create nodes of development should be promoted with a Local Activity Center.

01.15.12 The City shall review existing zoning and land development regulations and adopt changes necessary to implement the Local Activity Center land use designation.

**Objective-Smart Growth Initiative**

01.16.00 The City will promote "Smart Growth" type initiatives providing for energy efficient development and land use patterns which also account for existing and future electrical power generation and transmission systems in an effort to discourage urban sprawl and reduce greenhouse gasses.

**Policies**

01.16.01 The City shall emphasize re-development and infill, which concentrates the growth and intensifies the land uses consistent with the availability of existing urban services and infrastructure in order to conserve natural and man-made resources.

01.16.02 The City will encourage and implement the use of compact building design principles which preserve more open space, contain mixed use, support multi-modal transportation options, make public transportation viable, reduce infrastructure costs and take advantage of recycled building materials.

01.16.03 The City will encourage and implement energy conservation and the reduction of greenhouse gasses by encouraging land developers and builders to implement the

**URBAN INFILL AREAS, URBAN REDEVELOPMENT AREAS AND DOWNTOWN REVITALIZATION AREAS**

**GOAL 17.00.00**

**DIRECT GROWTH TO IDENTIFIED URBAN INFILL, URBAN REDEVELOPMENT AND DOWNTOWN REVITALIZATION AREAS WITHIN BROWARD COUNTY IN ORDER TO DISCOURAGE URBAN SPRAWL, REDUCE DEVELOPMENT PRESSURES ON RURAL LANDS, MAXIMIZE THE USE OF EXISTING PUBLIC FACILITIES AND CENTRALIZE COMMERCIAL, GOVERNMENTAL, RETAIL, RESIDENTIAL AND CULTURAL ACTIVITIES.**

OBJECTIVE 17.01.00 IDENTIFICATION OF URBAN INFILL, URBAN REDEVELOPMENT AND DOWNTOWN REVITALIZATION AREA(S)

Identify urban infill, urban redevelopment, and downtown revitalization area(s) within Broward County containing residential and non-residential uses, such as office, retail and community facility uses where public services and facilities are in place.

POLICY 17.01.01 Criteria and definitions for identifying urban infill, urban redevelopment, and downtown revitalization area(s) in Broward County shall be established within the Plan Implementation Requirements Section of the Broward County Land Use Plan.

POLICY 17.01.02 Urban infill, urban redevelopment, and downtown revitalization areas shall be mapped within the Future Broward County Land Use Plan Map (Series).

OBJECTIVE 17.02.00 LAND USE, PUBLIC FACILITIES AND SERVICES AND EMPLOYMENT INTENSITIES

Establish criteria which encourage development of urban infill, urban redevelopment and downtown revitalization area(s) to promote economic development, increase housing opportunities, and maximize use of existing public facilities and services.

POLICY 17.02.01 Local land use plans should include policies which identify standards to increase economic development and employment opportunities within urban infill, urban redevelopment and downtown revitalization area(s).

POLICY 17.02.02 Local land use plans should include policies to provide for adequate housing opportunities necessary to accommodate all segments of present and future residents of identified urban infill, urban redevelopment and downtown revitalization area(s).

POLICY 17.02.03 The Broward County Land Use Plan and local land use plans shall encourage mixed use developments within urban infill, urban redevelopment and downtown revitalization area(s).

POLICY 17.02.04 A local government in Broward County may grant an exception from the concurrency requirement for transportation facilities pursuant to the provisions of Section 163.3180(5)(d), Florida Statutes, if the proposed development is otherwise consistent with the adopted local government comprehensive plan, and is a project that promotes public transportation and is located within a "Regional Activity Center" as described in and defined by the Broward County Land Use Plan (as of August 19, 2002), and is within an area that contains major public and private postsecondary institutions of higher learning. The local government must also have considered the proposed development's impacts on the Florida Intrastate Highway System, as defined in Section 338.001, Florida Statutes.

POLICY 17.02.05 Integrated transportation systems, mass transit facilities, bikeways and pedestrian corridors should be encouraged to serve urban infill, urban redevelopment and downtown revitalization area(s) to reduce reliance upon automobile travel and increase physical activity opportunities consistent with the Broward Complete Streets Guidelines, or equivalent principles.

POLICY 17.02.06 The Broward County Comprehensive Plan and local comprehensive plans shall establish standards and monitoring procedures for the expansion of mass transit, pedestrian travel and other forms of non-automobile travel within urban infill, urban redevelopment and downtown revitalization area(s).

POLICY 17.02.07 Broward County shall consider the potential transportation impacts of proposed Broward County Land Use Plan "Urban Infill, Urban Redevelopment and Downtown Revitalization Areas" on adjacent municipalities.

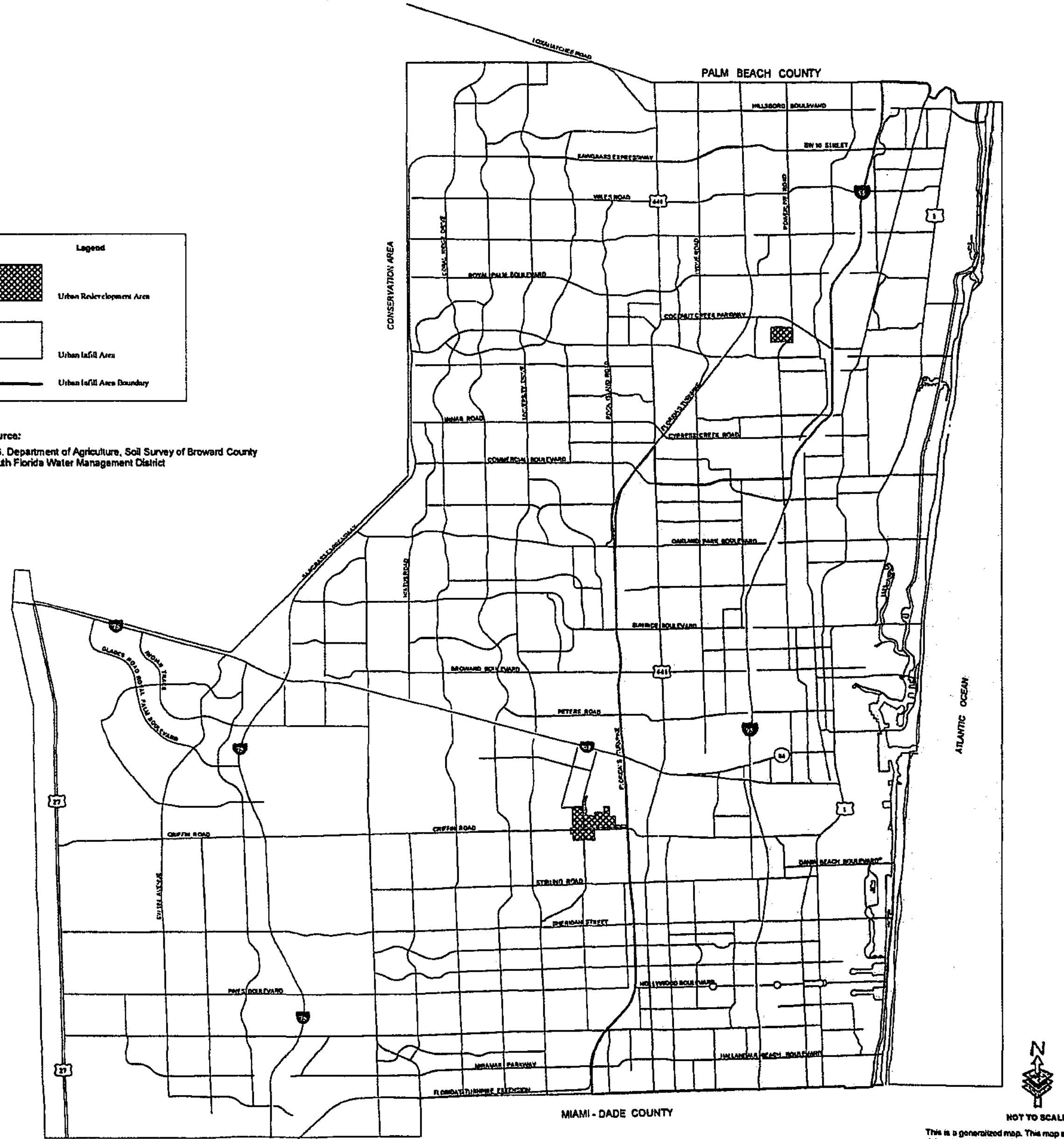
# BROWARD COUNTY

## URBAN INFILL AREAS, URBAN REDEVELOPMENT AREAS AND DOWNTOWN REVITALIZATION AREAS

**Legend**

- Urban Redevelopment Area
- Urban Infill Area
- Urban Infill Area Boundary

**Source:**
U.S. Department of Agriculture, Soil Survey of Broward County
South Florida Water Management District




This is a generalized map. This map should not be used to determine parcel boundaries or limits of depicted items. Please contact the Broward County Planning Council office regarding questions pertaining to parcel boundaries or limits.

V. Natural Resource Map Series: Urban Infill Areas, Urban Redevelopment Areas and Downtown Revitalization Areas (December 14, 1994)

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# MEMORANDUM

## Development Services

**ADMINISTRATIVE MEMORANDUM NO. 15-366**

DATE: July 6, 2015

TO: Planning and Zoning Board

VIA: Robin M. Bird, Director of Development Services RB

FROM: Karen Friedman, AICP, Principal Planner KBF

RE: Text Amendments to Chapter 154: Planning
§154.61 Reserve And Flexibility Units

---

Staff is recommending text amendments to the Chapter 154: Planning regarding Flex Units. **An explanation of the text amendments is below:**

§154.61(A)

- Clarify that flex units may only authorize multifamily dwellings.
  - The requirement that flex units may only be used for multifamily dwellings is derived from Land Use Element, Land Use Implementation §3.02.B.8 which clarifies that in a Commercial Land Use, Flex Units can accommodate residential uses in the same structure as a commercial use (mixed-use) or as a free standing multi-family if the parcel is less than five acres (or 10 acres if urban infill or a Community Redevelopment Area).

§154.61(B)(4)

- The requirement to provide affordable housing is struck and restated in the new Application Review Standards section

§154.61(C)

- Revise section to separate standards of review from the procedures.
- Revise layout of section to make more user-friendly
  - Clarify application is submitted to the Development Services Department
  - Clarify application fee is submitted at time of application submittal
  - Require submittal of a conceptual plan
  - Clarify that the Development Services Director will provide a recommendation.
  - Clarify that the Planning and Zoning Board only provides a recommendation.
- Revise procedure to require review by DRC.
  - Staff is recommending review by DRC, as similar to a Rezoning application, allocation of Flex Units have a significant impact on the development of the site as well as conditions of neighboring properties.

§154.61(D)

- Create new section addressing review standards.
- Standards #1 and #2 are current review standards just being moved to the new section



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- Standard #3 revises the existing requirement for affordable housing. A detailed explanation for this change is provided below:

  The existing affordable housing requirement requires all applications for allocation of Flex Units (except properties within the AOD, which are excluded per the Zoning Code) to provide affordable housing, either onsite or offsite. The proposed revision, however, would only require the provision of affordable housing for properties larger than one-acre. The justification for exempting properties less than one-acre is to encourage infill development.

  While infill development is desirable by the city, as it contributes to safe and attractive pedestrian environments as well as utilizes existing infrastructure, it is often more challenging to develop. Cost of land, neighboring property owners' concerns, and other uncertain outcomes often discourage developers' economic interest in undertaking infill projects. Although there is no accepted definition for what size of property constitutes infill, there is a general accepted principle that infill will typically be of compact scale. Potential for infill development exist throughout the City. However it is properties of one acre or less that include some of the greatest challenges for infill redevelopment. Therefore Staff is recommending that properties of less than one-acre, therefore compact sites, be exempt from the affordable housing requirement.

  Allocating flex units in order to encourage development within the city's urban infill area, mixed-use infill development citywide, and infill development along the City's major corridors are priorities of the city as demonstrated by the following FLU Policies:

  01.12.03 Utilize the existing flexibility provisions to facilitate proposed mixed use developments in urban infill areas provided that the proposed developments are compatible with the community character.

  01.04.01 The Planning Department shall support and promote the intermix of residential and commercial uses along major traffic corridors, where mass transit is available, through the allocation of flex and reserve units and approval of land use plan map amendments allowing for residential developments.

  01.12.04 The City shall utilize flexibility units and reserve units to increase residential densities within the flex and reserve receiving areas when consistent with the community character; adjacent land uses; and public school capacity both within Pompano and affected contiguous municipalities; and has undergone a compatibility review relative to potential impacts on Environmentally Sensitive Lands and County or regional parks in accordance with Policy 13.01.10 of the Broward County Land Use Plan.

# RESERVE AND FLEXIBILITY UNITS

## § 154.61 RESERVE AND FLEXIBILITY UNITS.

**(A)** In conformance with the Comprehensive Plan, flexibility and reserve units as defined in § 154.60 of this chapter, may be allocated to authorize multifamily dwellings for residential projects or mixed use projects on properties with commercial land use designations or additional units on properties with residential land use designations. Approval of a transfer of flexibility and reserve units shall be achieved as outlined in subsection (C) below.

**(B) Distribution of flexibility and reserve units.**

...

~~(4) Distribution of flexibility and reserve units shall be subject to affordable housing requirements, subsection (D) below.~~

**(C) Procedure.**

~~(1) A written request from the developer to the Planning Director asking for a determination as the availability of surplus units in a certain flexibility zone.~~

~~(2) Approval by the City Commission for the requested number of reserve and flexibility units, or such lesser number, upon applicant establishing by competent and substantial evidence, the following:~~

~~(a) Consistency with applicable goals, objectives and policies of the City's Comprehensive Plan and this chapter.~~

~~(b) The use of the reserve and flexibility units will produce a reasonable development pattern. The criteria for reasonableness shall include compatibility of adjacent land uses and suitability of the parcel for various development patterns.~~

~~(3) Provision of a conceptual site plan pursuant to this chapter.~~

~~(4) Planning and Zoning Board development approval pursuant to this chapter.~~

(1) **Step 1: Application Submittal.** The applicant shall submit an application to the Development Services Director as follows:
   (a) The application is in the form established by the Development Services Director;
   (b) The application is accompanied by the application fee as specified in Chapter 154, Appendix A: Fee Schedule; and
   (c) The applicant includes information in sufficient detail to evaluate the application in order to determine whether it complies with the review standards listed in subsection (D) below, including a conceptual site plan.

(2) **Step 2: Staff Review.** Applicable to a recommendation by the Development Service Director, following DRC review and comment.

(3) **Step 3: Advisory Body Review and Recommendation.** Applicable to a recommendation by the Planning and Zoning Board

(4) **Step 4: Decision-Making Body Review and Decision.** Applicable to a final decision by the City Commission.

~~(5) Payment of a fee in the amount as specified in Chapter 154, Appendix A: Fee Schedule, at the time submission of a written request for a determination as to the availability of dwelling units.~~

**(6 5)** The availability of reserve and flexibility units will become null and void upon the expiration of the time limits provided in the resolution allocating said flexibility and reserve units. Time extensions may be granted for good cause shown if sufficient progress is demonstrated.

**(D) Application Review Standards.** An application shall be approved only on a finding that there is competent substantial evidence in the record that all of the following standards are met:

(1) Consistency with applicable goals, objectives and policies of the City's Comprehensive Plan and this chapter.

(2) The use of the reserve and flexibility units will produce a reasonable development pattern. The criteria

for reasonableness shall include compatibility of adjacent land uses and suitability of the parcel for various development patterns.

(3) For properties whose net acreage is greater than one acre, an agreement to provide affordable housing units per Section (E) below.

**(~~D~~ E) Affordable housing requirements**

...

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# MEMORANDUM

## Development Services

**MEMORANDUM NO. 15-544**

**DATE:** October 6, 2015

**TO:** Dennis W. Beach, City Manager

**VIA:** Robin M. Bird, Development Services Director

**FROM:** Karen Friedman, AICP, Principal Planner KBF

**SUBJECT:** October 13, 2015 City Commission hearing
Attachment for Ordinance regarding Text Amendments §154.61, Flex Units

---

In conjunction with the proposed ordinance amending §154.61, Flex Units, and more specifically proposing to exempt properties that are less than one acre from the requirement to provide affordable housing in conjunction with the allocation of flex units, staff has prepared the attached primer on Flex Units. The primer provides basic information as to what are flex units, where they are allowed, what are the existing requirements for allocation, and an overview of the proposed text amendments. A presentation with this information will be available at the October 13, 2015 City Commission hearing, if requested.

# Flex Units: A Primer

City Commission Hearing, October 13, 2015

Karen Friedman, AICP, Principal Planner

# Contents

- What are Flex Units?
- Where all Flex Units Allowed?
- What are the Requirements for Allocating Flex Units?
- What is the Proposed Text Amendment

# What are Flex Units?

- Official term is "Flexible Units" or "Reserve Units". But commonly referred to as Flex Units.
- Are a function of Broward County Land Use Plan.
- Currently the County's Land Use Plan Map has 1,203 more residential density units than the City's Land Use Plan Map.
- Flex units are the difference in residential density between the County's Land Use Plan Map and the City's Land Use Plan Map.
- Therefore the city currently has 1,203 flex units. The city has the authority to grant these units without permission from the County.

# Where are Flex Units Allowed?

- Must be within Receiving Area of the Unified Flex Zone (green area of map)

**AND**

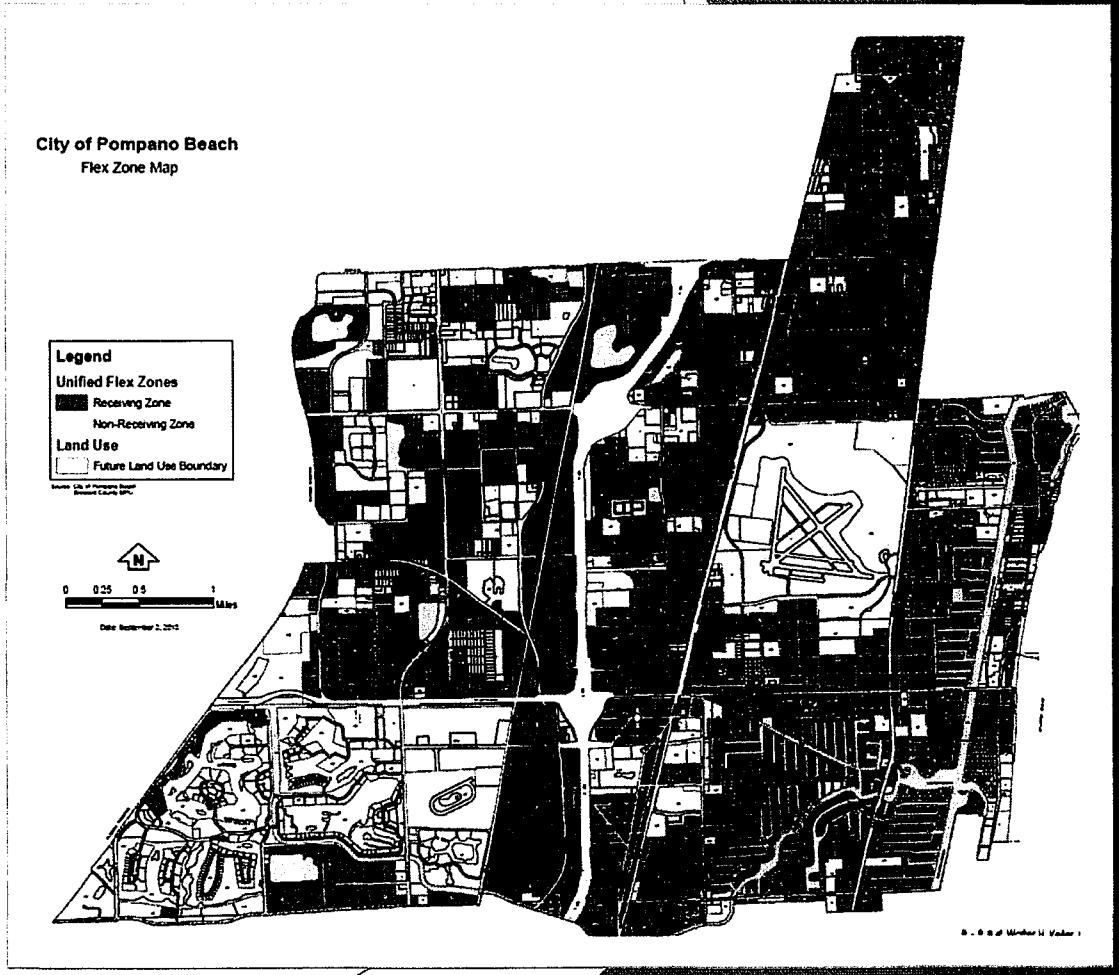
- On Land with Residential Land Use or Commercial Land Use

**BUT**

- Can not be used for single-family dwelling units

? FAQ: Why is Industrial Land included in the receiving area?

- Answer: Industrial Land is allowed commercial flex. Commercial Flex is used for retail uses or hotels in Industrial areas.



# What are the Requirements for Allocating Flex Units?

- Standards are found in Chapter 154 - Planning
- Recommendation by the Planning and Zoning Board
- Approval, via Resolution, by the City Commission
- Required to provide affordable housing units, unless in AOD
- Comply with the Comprehensive Plan
- Will produce a reasonable development pattern. The criteria for reasonableness shall include compatibility of adjacent land uses and suitability of the parcel for various development patterns.

# What is the Proposed Text Amendment?

- Clarify that flex units can not be used for single family
  - per County rules
- Require review by the City's Development Review Committee
  - DRC review is required for rezoning and other similar applications
- Exempt infill properties of one-acre or less from the requirement to provide affordable housing
  - To remove this burden from redeveloping infill parcels
  - All properties in AOD are already exempt, in order to spur redevelopment

Meeting Date: October 27,2015

Agenda Item 34

REQUESTED COMMISSION ACTION:

| Consent | X Ordinance | Resolution | Consideration/ Discussion | Presentation |
|---|---|---|---|---|
| | | | | |

SHORT TITLE AN ORDINANCE APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE AN AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND THE SHERIFF OF BROWARD COUNTY, FLORIDA, PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. (Fiscal impact: $38,480,163)

## Background:

This police services agreement provides for a five (5) year term beginning October 1, 2015 and expiring September 30, 2020. Either party may terminate with a ninety (90) day written notice, with or without cause.

The price is negotiated each year throughout the term. The cost of the agreement for this fiscal year was budgeted in the FY2015-16 General Fund Budget adopted by the City Commission on September 21, 2015.

(1) Origin of request for this action: Broward Sheriff's Office and City

(2) Primary staff contact: Dennis W. Beach/Mark Berman 786-4601

(3) Expiration of contract, if applicable: September 30, 2020

(4) Fiscal impact and source of funding: $38,480,163 budgeted in the General Fund for Fiscal Year 2015-16 and approved at the Special City Commission Meeting/ Public Hearing of September 21, 2015.

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| City Attorney | 10/7/15 | | |
| Finance | 10/7/15 | Approval | |
| Budget | 10/7/15 | Approve | |

X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | | Resolution | | Consideration | |
|---|---|---|---|---|---|
| Workshop | | | | | |
| 1st Reading Approved | 10/13/15 | 1st Reading | | Results: | Results: |
| 2nd Reading | 10/27/15 | | | | |

2015 SEP 25 PM 4:07

# City Attorney's Communication #2015-1660

September 25, 2015

**TO:** Dennis W. Beach, City Manager

**FROM:** Mark E. Berman, City Attorney

**RE:** Ordinance – Agreement for Police Services

As requested attached please find the following Ordinance addressing the above-referenced matter:

> **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND THE SHERIFF OF BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Please do not hesitate to contact me if I may be of further assistance.

MARK E. BERMAN

/jrm
l:cor/mgr/2015-1660

Attachment

**ORDINANCE NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND THE SHERIFF OF BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

**WHEREAS**, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement for Police Services between the City of Pompano Beach and the Sheriff of Broward County, Florida, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this _____ day of _____, 2015.

**PASSED SECOND READING** this _____ day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

/jrm
9/16/15
l:ord/2015-498

# AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the [___] day of _____, 2015, is made by and between the City of Pompano Beach, Florida, (hereinafter referred to as the "CITY"), and the Broward Sheriff's Office (hereinafter referred to as "BSO")

## W I T N E S S E T H:

**WHEREAS,** the CITY has heretofore contracted with BSO to provide a high level of professional police protection for the benefit of the citizenry thereof, and

**WHEREAS**, the CITY is desirous of maintaining the high level of competent professional police service in conjunction and harmony with its fiscal policies of sound, economical management, and

**WHEREAS,** the CITY is desirous of maintaining its Charter police power but at the same time wishes to provide for daily police services through contractual agreement, and

**WHEREAS,** BSO has agreed to render to the CITY a high level of professional police service, and the CITY is desirous of contracting for such services upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE,** in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.

2. This Agreement is comprised of this document, the Special Terms and Conditions set forth in Exhibit A, which is attached and incorporated herein and the General Terms and Conditions that are set forth in Exhibit B, which is also attached and incorporated herein.

3. In the event there is a conflict between the General Terms and Conditions and the Special Terms and conditions, the Special Terms and Conditions shall be controlling.

**AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF POMPANO BEACH, FLORIDA, AND THE BROWARD SHERIFF'S OFFICE**

**IN WITNESS WHEREOF**, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

**BSO:**

SHERIFF OF BROWARD COUNTY

By: _____

SCOTT J. ISRAEL, SHERIFF

Approved as to form and legal sufficiency subject to the execution by the parties:

By: _____

RONALD M. GUNZBURGER, GENERAL COUNSEL

**AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF POMPANO BEACH, FLORIDA AND THE BROWARD SHERIFF'S OFFICE**

**CITY:**

**CITY OF POMPANO BEACH**

**ATTEST:**

By: _____
LAMAR FISHER
MAYOR

_____
ASCELETA HAMMOND
CITY CLERK

Dated: _____

(SEAL)

By: _____
DENNIS W. BEACH
CITY MANAGER

Dated: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
MARK E. BERMAN
CITY ATTORNEY

**EXHIBIT A**
**SPECIAL TERMS AND CONDITIONS**

The following Special Terms and Conditions have been agreed upon by and between the CITY and BSO:

| | |
|---|---|
| CITY: | City of Pompano Beach |
| EFFECTIVE DATE: | October 1, 2015 |
| FIRST YEAR: | October 1, 2015 – September 30, 2016 |
| TERM: | October 1, 2015 – September 30, 2020 |
| RENEWAL OPTION: | Renewable for one (1), five (5) year term upon the City and BSO agreeing to such renewal and the terms and conditions thereto. |
| STAFFING STRUCTURE: | District Complement<br>1 Major<br>3 Captains<br>6 Lieutenants<br>22 Sergeants<br>194 Deputy Sheriffs<br>16 Community Service Aides<br>1 Investigative Aide II<br>2 Records Technician<br>8 Secretarial Support<br>253 TOTAL GENERAL FUND PERSONNEL<br>7 COPS Grant Positions |
| MINIMUM STAFFING: | BSO will assign a minimum of one (1) Patrol Deputy Sheriff to cover each Patrol Zone per shift; however the District Chief shall have the right to temporarily re-deploy such Deputies as needed to meet the law enforcement needs of the CITY during any shift. |

| | |
|---|---|
| CONSIDERATION:<br><br>Monthly Consideration For Fiscal Year 2016 | $3,206,680.25 |
| POLICE SERVICES CENTER ADDRESS: | 100 SW 3rd Street<br>Pompano Beach, FL |
| FACILITIES ADDRESSES:: | 100 SW 3rd Street<br>Pompano Beach, FL<br><br>Marine Patrol Building at Alsdorf Park at 2901 NE 14th Street, Pompano Beach<br><br>Braggs/Cristwell Substation located at 1820 Hammondville Road, Pompano Beach |
| CODE ENFORCEMENT: | NO |
| FUEL SITE: | YES |
| NOTICE CITY ADDRESS: | City Manager<br>City of Pompano Beach<br>100 W. Atlantic Blvd<br>Pompano Beach, FL 33060 |
| | |
| Specific Terms: | Five Details for City Sponsored Events are included in the annual consideration as follows:<br>1. MLK Jr. Parade<br>2. July 4th Parade & Festivities<br>3. Memorial Day Parade & Festivities<br>4. Yuletide Parade<br>5. Blanche Ely and Pompano Beach H.S. Homecoming Parades |

# EXHIBIT B

# POLICE SERVICES GENERAL CONDITIONS

1. **DEFINITIONS**

The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

a. Agreement. "Agreement" shall mean this Agreement for Police Services between the CITY and BSO, including all exhibits.

b. Applicable Laws. "Applicable Laws" shall mean all provisions of constitutions, statutes, laws, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to the subject matter.

c. BSO. "BSO" shall mean the duly elected and qualified Sheriff of Broward County, Florida.

d. CITY. "CITY" shall mean the City that has contracted with BSO for Police Services pursuant to this Agreement and is identified in the Special Terms and Conditions.

e. CITY Boundaries. "CITY Boundaries" shall mean the area within the municipal boundaries of the CITY, as shown in the Special Terms and Conditions of this Agreement.

f. City Manager. "City Manager" shall mean the duly appointed and validly existing City Manager of the CITY. In the absence of the City Manager, the Assistant City Manager or person acting in the capacity of City Manager shall have the same authority as that of the City Manager.

g. Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the CITY hereunder in consideration of the Services performed by BSO, as set forth herein.

h. District. "District" shall mean (a) the CITY Boundaries, or (b) the Annexed CITY Boundaries on the date the CITY's annexation plan becomes effective after the Florida Legislature approves such annexation plan, provided BSO has received the required notification thereof as set forth herein (c) any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the CITY and BSO.

i. District Chief. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the CITY. The District Chief shall be the rank of Major. The District Chief shall serve as the liaison between CITY and BSO.

j. District Employees. "District Employees" shall mean BSO employees permanently assigned to the District who possess the necessary qualifications and experience to provide police and support services.

k. Effective Date. "Effective Date" shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.

l. Facilities. "Facilities" shall mean that portion of the Police Services Center which is used by BSO and any additional facilities that are owned by the City and used by BSO on a permanent basis to provide police services. The Facilities are listed in the Special Terms and Conditions of this Agreement.

m. Lien. "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.

n. Patrol Zone shall mean the geographic areas within the District, as mutually agreed upon by the District Chief and the City Manager, in which Patrol Deputy Sheriffs are assigned.

o. Police Services Center. "Police Services Center" shall mean the premises owned by the CITY in which the BSO command staff assigned to the CITY maintains their offices. The address of the Police Services Center is set forth in the Special Terms and Conditions of this Agreement.

p. Police Services. "Police Services" shall mean the aggregate of all police related services provided by BSO pursuant to this Agreement.

q. Renewal Option. "Renewal Option" shall mean the time period that the agreement may be extended; the number of extensions and the means to exercise such option, as set forth in the Special Terms and Conditions of this Agreement.

r. Term. "Term" shall mean the length of this Agreement and any extensions thereto.

s. Uniformed Deputy. "Uniformed Deputy" shall mean a uniformed Deputy Sheriff employed by BSO who patrols the District.

2. **STAFFING**

a. **Structure**. The staffing structure for the District shall be as set forth in the Special Terms and Conditions of this Agreement and may be modified as set forth herein. The Staffing Structure shall not be modified except through a written amendment to this Agreement executed by both the CITY and BSO with the same formalities as set forth herein.

BSO and the CITY shall work cooperatively to establish the proper balance of experience levels for those BSO employees assigned to the CITY.

b. **Deletions and Additions.** The CITY shall have the right to unilaterally delete services upon no less than sixty (60) calendar days prior written notice, and such deletions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly based on actual cost of the service. If, in BSO's opinion, the requested deleted services (i.e. staffing levels) would negatively impact the safety of BSO's employees or the community, the parties shall collaborate to resolve the issue to their mutual satisfaction. The City may add services, as mutually agreed upon by both parties, and such additions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly.

c. **Shift Length.** In the event there is a modification in the length of the hours of shifts, the modification will not occur until the next scheduled shift pick at least sixty (60) calendar days from the date that the Sheriff and City Manager agree upon the modification.

d. **Deployment**. BSO shall have the discretion to deploy District Employees as necessary to meet the goals and objectives of the CITY.

The District Chief's discretion regarding the deployment of the personnel shall be exercised with the intent of providing the most effective police services to the CITY pursuant to the terms and conditions of this Agreement. The District Chief shall keep the City Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the City Manager. During such meetings, the City Manager and District Chief shall discuss the results of previous deployments, alternative deployment strategies and the benefits and risks associated with each strategy.

BSO's Personnel assigned to the CITY shall only be utilized for appropriate police services within the CITY, except as otherwise authorized in applicable automatic and mutual aid agreements. BSO shall not use District Employees to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement.

e. **Minimum Staffing**. BSO shall provide to the CITY a minimum number of deputy sheriffs to patrol the CITY per day/shift. The minimum number of deputies shall be set forth in the Special Terms and Conditions of this Agreement.

f. **Employment Standards**. BSO shall be responsible for setting employment standards (i.e. hiring, discipline, training) for District Employees consistent with BSO agency standards. BSO is committed to providing the CITY with highly skilled certified law enforcement personnel to provide police services to the CITY.

g. **Employment Responsibilities**. All District Employees shall be and remain BSO employees, and such employees shall not be considered employees of the CITY for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the CITY shall not be called upon to assume any

liability for direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workers' compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any District Employee whatsoever, arising out of BSO's employment of such Persons and such Persons' performance of the Services. The CITY and BSO understand and acknowledge that all costs, including the employment related costs as well as legacy costs for the Pompano Beach Police Pension, are included in the consideration payable by the CITY to BSO in accordance with this Agreement.

h. **Staffing Review and Modifications**. As part of the CITY's annual budgetary process, BSO shall evaluate the Staffing requirements for the CITY to determine if the current staffing level and composition adequately meets the City's goals and objectives. If BSO believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations to the City Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be modified through an amendment executed by both the CITY and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and a compensation adjustment based on actual cost of the staffing change(s).

In addition to the annual review, the District Chief or City Manager shall have the right to request a staffing adjustment at any time during the year. Upon making such request to the City Manager or District Chief, the District Chief and City Manager shall meet and discuss the need for such adjustment. If the City Manager and District Chief agree upon the need for the staffing adjustment, a formal amendment shall be prepared and presented to the Sheriff and City Commission for approval and signature.

In the event the CITY and BSO do not agree upon the Staffing Structure adjustments after good faith negotiations and such unresolved adjustments impact the safety of BSO employees or the public, either the CITY or BSO may exercise its rights as set forth herein or by law.

i. **Transfers – BSO's Rights**. BSO shall have the right to transfer any Employee out of the District. The City Manager shall be kept informed of all transfers.

Notwithstanding the above provisions, the transfer of the District Chief and District Captains shall be governed by specific provisions related to the District Chief as set forth herein in Section 9.

j. **Transfers – City Right**. Except for the District Chief, which is covered in Section 9 of these General Terms and Conditions, the City Manager shall have the right to request the transfer of BSO personnel out of the CITY, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, employee's rank and the reason for the request (the "Transfer Request"). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the CITY in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO

fails to notify the CITY within 5 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request.

k. **Transfers – Layoffs**. Notwithstanding anything herein to the contrary, transfers in and out of the District may result from employees exercising seniority rights pursuant to the collective bargaining agreement in the event of layoffs at the Broward Sheriff's Office.

l. **Replacements**. Any Personnel transferred or reassigned out of the CITY shall be replaced within thirty (30) days of the transfer.

m. **Staffing Continuity**. The CITY and BSO recognize the importance of combining the efforts and resources of BSO and the CITY in order to have a positive impact on reducing neighborhood crime, helping to reduce any community fears regarding crime and thus enhancing the quality of life throughout the CITY. It is further recognized that such a collaborative effort requires law enforcement personnel that have intimate knowledge of the community. In furtherance of such objective, BSO shall make every reasonable effort to maintain the continuity of BSO law enforcement personnel assigned to the District, subject to the transfer provisions set forth herein and to develop and implement community policing initiatives.

n. **Education**. The parties acknowledge the importance of the District Employees' knowledge of the general make-up of the CITY and its geographic areas, its industrial, business, and residential composition, its City Code of Ordinances, and its crime problems. BSO shall offer appropriate continuing education to assure that all District Employees are acquainted with the District's general make-up, geographic areas, industrial, business, City's Code of Ordinances and residential composition and its crime trends. Upon enactment, the CITY shall forward to the District Chief a copy of new ordinances for training and enforcement purposes.

## 3. ASSIGNMENT OF POLICE POWERS

The CITY does hereby vest in each sworn Deputy Sheriff of BSO the police powers of the CITY which are necessary to implement and carry forth such law enforcement services, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn deputies. Each sworn Deputy Sheriff of BSO so empowered hereby and engaged in the performance of the law enforcement services shall be deemed to be a sworn officer of the CITY while performing such law enforcement services. Accordingly, such sworn Deputy Sheriffs of BSO are hereby vested with the power to enforce the ordinances of the CITY, to make arrests incident thereof and to do such other things and to perform such other acts as are necessary with respect thereto.

4. **QUARTERLY GOALS AND OBJECTIVES**

On a quarterly basis (on or about October 1st and January 1st, April 1st and July 1st) or as requested by the City Manager, the District Chief shall meet with the City Manager to discuss law enforcement activities within the City occurring during the previous three (3) month period. At such meeting, the District Chief shall present the City Manager with information regarding the following:

a. Calls for service by time of day, geographic location, date and type of call;
b. Reported incidents, criminal and non-criminal;
c. Number and types of arrests;
d. Traffic crashes;
e. Traffic citations;
f. Staffing and Transfers;
g. Vacancy Credits;
h. Grant Review;
i. Community Policing Initiatives;
j. Response time reports, citizen complaints and their status/disposition;
k. BSO's Year-To-Date Budget Versus Actual Cost - Line Item Report, which shall include, but not necessarily be limited to, the budgeted amount, expenditures, encumbrances and remaining balance for each line item within the budget. The City Manager may reasonably request documentation necessary to substantiate any of the costs included on such Report; and
l. Any additional information requested by the City Manager.

Based upon the information presented by the District Chief to the City Manager, the District Chief, in concert with BSO command, and the City Manager shall review the law enforcement goals and objectives of the CITY, the staffing requirements to meet the goals and objectives and the general strategies to achieve such goals and objectives. Thereafter, BSO shall develop and implement operational initiatives to further such goals and objectives.

5. **REPORTS**

BSO shall provide monthly reports to the City Manager that include the following information:

- Monthly Crime Report (FDLE/UCR categories) and year-to-date comparison;
- Monthly calls for service based on Deputies responding (percentage);
- Monthly encumbered times for zone Deputies by day of week; and
- Monthly crime prevention activities (past month and planned current month).

At any time during the term of this Agreement, the City Manager shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s).

BSO shall provide to CITY in June of each fiscal year, a report on BSO's performance in light of the established goals and objectives. The format and content of the Annual Report made to the CITY by the District Chief shall be mutually agreed upon by BSO and the City Manager.

BSO shall provide the City with detailed reports indicating budget amounts, year to date expenditures, variances, etc., quarterly or upon request to the District Chief.

6. **CONSIDERATION**

a. For the period from the Effective Date through the end of the September 30, 2016, the annualized consideration amount and the monthly payment amount for police services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month.

b. For fiscal year 2017 and each fiscal year thereafter during the Term of this Agreement, BSO will submit a proposed budget to the CITY on or before the preceding May 1st. The budget will have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, Pompano Police Pension Costs, and FRS, etc.), an estimated average cost per staffing category and any overhead costs that are being considered. _ The CITY and BSO will negotiate in good faith any adjustments to the Consideration; however the CITY acknowledges that the CITY is responsible for the total legacy cost of the Pompano Beach Pension Plan. The parties recognize and acknowledge that time is of the essence in resolving this issue. Therefore, the parties agree that final resolution must be reached on or before June 30th.

c. If BSO and the CITY are able to reach an agreement regarding the consideration, the CITY will pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month

d. BSO shall submit a proposed budget to the CITY on or before the preceding May 1st. The budget shall have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.). At the request of the City Manager, BSO shall provide supporting documentation for the budgeted line items to include the cost to outfit and equip District Employees (i.e. uniforms, computer, patrol vehicle, Taser, etc.).

e. For purposes of calculating the budget for Personnel Services, the District Employees assigned to the District on the second payroll period in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is due to the CITY on or before May 1st as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee shall be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions in the second payroll period of February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based upon the average budgeted cost of the filled District Employee positions within the same job classification for the second payroll period in February.

f If BSO and the CITY are able to reach an agreement regarding the consideration, the CITY shall pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.

g. BSO shall reimburse or provide a credit to the CITY for any payment received from the Broward County School Board for School Resource Deputies.

h. The CITY and BSO understand and acknowledge that staffing vacancies will occur throughout the term of this Agreement; however it is the intent of both the CITY and BSO to work cooperatively towards reducing vacancies and thus increasing the number of deputies working within the District.

i. BSO shall provide the CITY with full staffing. The CITY shall be entitled to a credit for any vacancies that occur during the fiscal year. The CITY's entitlement to the vacancy credit shall be calculated quarterly. A vacancy occurs when a deputy or employee is absent from work and such absence results in a salary savings to the BSO. The CITY's credit shall be calculated using the average budgeted cost of District Employees within the same job classification for that fiscal year. BSO shall submit a monthly report detailing vacancy days. This report shall be delivered to the City Manager by the twentieth day of the month immediately following the month in which the vacancy occurred.

   The credit shall be calculated on a quarterly basis for each fiscal year. For purpose of the last quarter for each fiscal year, vacancies shall be projected for August and September based upon BSO's vacancies during the month of July. In the event the actual vacancy credit for the month of August and September differs from the above projected figures, such difference shall be adjusted in the CITY's November payment.

j. BSO shall have the right to temporarily fill any vacancy within the CITY, through temporary staffing or overtime, provided that BSO fills the vacancy with an employee with a job classification and rank equivalent to the absent BSO employee. BSO shall educate any temporary staff assigned to the District with respect to the general make-up of the CITY and its geographic areas, its industrial, business and residential composition and its crime trends. The CITY shall be entitled to a vacancy credit for any vacancy, unless the vacant position is temporarily filled through overtime or temporary staffing, and if BSO receives a salary savings.

k. The parties recognize that the CITY has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties other than as set forth in this Agreement.

l. In the event that the BSO subsequently enters into an agreement, amends an agreement or renews an agreement with a municipality or Broward County for police services (an "Eligible Agreement"), the SHERIFF shall post the Eligible Agreement on the BSO website within 10 business days of execution thereof and shall notify the CITY of such posting within 14 business days of the posting. If the CITY reasonably determines that the

Eligible Agreement overall includes material terms that are more beneficial than the terms set forth herein (except for terms relating to grant funding designated for a particular municipality or Broward County, which are excluded from this Section), then the CITY shall be entitled to (i) the incremental dollar value of the more beneficial term(s), which shall be calculated in the same manner and methodology as used to calculate the estimated actual costs for the CITY and all other municipalities, or (ii) the terms, services or equipment under the Eligible Agreement, at the City's sole discretion, retroactive to the effective date of the Eligible Agreement. Thereafter, the parties shall proceed under this Agreement in accordance with the more beneficial terms. The Parties acknowledge that the SHERIFF may implement different operational programs and units in different customer jurisdictions based on the operational requirements of such jurisdictions.

m. In addition to the consideration being paid by the CITY to BSO under this Agreement, and pursuant to the Regional Interlocal Agreement Between Broward County and the CITY Providing for Cooperative Participation in a Regional Public Safety Intranet, the CITY agrees to pay its pro rata share for BSO's mobile and portable radios and auxiliary equipment to the extent allocated for the District, and all needed repairs and replacements thereto in accordance with the Regional Interlocal Agreement.

n. To resolve an issue of past due consideration, BSO will provide vacancy credit reports to the CITY on a quarterly basis and include the past due amounts received and amount still outstanding. CITY will issue a check to BSO in an amount equal to the vacancy credit for the respective quarterly period to resolve the past due consideration issue. The procedure and amount of the past due consideration issue shall be evidenced by a separate MOU executed by the City Manager and Sheriff. The CITY shall continue to use the vacancy credit amounts to pay BSO until the past due amount is paid in full.

## 7. VEHICLE MARKINGS

Each patrol vehicle assigned to the District shall prominently display on the vehicle's exterior, the name of the CITY in three (3) to six (6) inch lettering, in accordance with the BSO standard vehicle markings.

## 8. FACILITIES

The CITY shall provide BSO with a Police Services Center.

The Police Services Center and any other facilities owned by the CITY and used by BSO on a permanent basis are hereinafter collectively referred to as the "Facilities". BSO shall occupy the Facilities and use the furnishings and equipment contained in the Facilities in connection with performing the Police Services within the District, at no additional cost to BSO.

The CITY shall be responsible for major repairs of the Facilities and property (i.e., to include HVAC systems, electrical systems, roof systems and storm damage to the facility and property). BSO shall be responsible for daily janitorial services and shall maintain the

Facilities in a clean condition, free from debris, normal use excepted. BSO further agrees not to destroy, deface, damage, impair, or remove any part of the Facilities. In the event BSO, it employees, agents, or invitees destroy, deface, damage, impair, or remove any part of the CITY's Facilities, BSO shall be responsible for repairing or replacing such property.

Except as provided in the preceding paragraph, maintenance and repair services for the Facilities shall be supplied by the CITY. CITY agrees to keep the Facilities in good structural repair. CITY shall maintain and keep in good repair the roof, lighting, walls, foundations, sidewalks, ceilings, doors, windows, sprinkler and hot water systems, heating systems, air conditioning systems, plumbing, wiring, electrical fixtures and all other structural components. CITY further agrees to maintain in good repair the parking area and all common areas. CITY shall also make any repairs necessitated by water seepage or by other causes not under BSO's control. CITY shall also make all repairs or changes which may be necessary to make the premises and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect unless specifically exempted therefrom.. In the event of termination of this Agreement, BSO shall surrender the facilities in broom swept condition, normal wear and tear excepted.

BSO shall pay for all utility costs including, but not limited to, voice and data hardware, software, and connectivity, electric, sewer and water for the Police Services Center.

BSO's personnel shall not conduct personal business at the Facilities. BSO's personnel shall only park personal vehicles required to commute to and from work in designated parking areas. The Facilities shall only be utilized for appropriate police services within the City, unless otherwise mutually agreed upon by BSO and the City Manager. BSO shall not use the Facilities to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement. The CITY and BSO shall not permit the Facilities or the vehicles provided by the CITY to be utilized for political or campaign purposes by candidates running for public or private office or ballot initiatives.

BSO shall not permit unaccompanied minors in the Facilities.

The CITY shall provide BSO with adequate parking spaces within reasonable proximity to the Police Services Center so as not to hinder BSO's ability to perform its obligations set forth herein.

## 9. DISTRICT CHIEF

BSO shall provide, pursuant to this Agreement, a District Chief. The District Chief shall be assigned full-time to the CITY and shall provide direct supervision of activities at the CITY's Police Services Center and District Employees provided pursuant to this Agreement. The District Chief shall, among other specified duties, act as liaison between BSO and the CITY. BSO's District Chief shall also function as a member of the CITY's staff with regard to law enforcement issues and report to the City Manager in that capacity. The District Chief shall be responsible for all law enforcement related emergency management duties on behalf of the CITY, and his or her responsibilities, except for his or her responsibilities to BSO, shall be

limited to the CITY, as described herein. The CITY and BSO understand and acknowledge that the District Chief is employed by BSO and therefore has certain employment responsibilities to BSO, however such responsibilities shall not substantially interfere with the District Chief's responsibilities as the CITY's District Chief.

The CITY currently has a District Chief. In the event the position of District Chief becomes vacant, the selection of a District Chief shall be in the absolute discretion of the City Manager and shall be initiated by BSO selecting three (3) qualified candidates for the position of District Chief. BSO agrees to make such selections in good faith and in the best interest of the CITY. BSO shall provide the CITY with written notification of the selected candidates and their qualifications within 15 days of the vacancy of the District Chief or within 15 days of the BSO's knowledge that the District Chief position will become vacant, whichever occurs first. Within ten (10) days after the CITY's receipt of such notice, representatives from both BSO and the CITY shall meet to discuss the candidates' qualifications. In the event none of the candidates are acceptable to the City Manager, BSO shall submit the names of three (3) additional candidates for consideration. This process shall continue until such time as the City Manager has selected an individual to serve as the District Chief. The CITY shall have the opportunity to interview each of the candidates. The District Chief position shall be subject to the provisions of this Agreement. During the selection process, SHERIFF shall put in place a temporary Chief until the permanent Chief is selected.

In the event the CITY becomes dissatisfied with the performance of the District Chief, the CITY shall provide notification to BSO. Thereafter, representatives of BSO and the CITY shall meet to discuss possible remedies of the problems experienced by the CITY. BSO agrees to act in good faith in resolving any problems experienced by the CITY. The City Manager may remove the District Chief at any time, without cause. If the City Manager, in his or her sole discretion, with or without cause, still desires that BSO remove the District Chief, BSO shall do so immediately.

BSO, in its sole discretion, shall have the right to remove the District Chief and/or District Captains from the CITY at any time for any of the following reasons:

a. The District Chief/Captain is being promoted in rank;
b. The District Chief/Captain is being demoted;
c. The District Chief/Captain is being disciplined;
d. The District Chief/Captain is retiring;
e. The District Chief/Captain submits a request to transfer out of the City;
f. The District Chief/Captain is under investigation by BSO or any other federal, state or local law enforcement agency;
g. The District Chief/Captain's failure to meet documented BSO performance standards and requirements; or
h. Prior to the removal of the District Chief/Captain, the Sheriff meets with the City Manager and notifies the City Manager that the SHERIFF has lost confidence in the District Chief/Captain.

The removal of the District Chief and/or District Captain from the City for any reason not specified above shall require the prior approval of the City Manager.

10. **FINES, FORFEITURES, REVENUES: PAYMENT**

a. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the CITY pursuant to Florida Statutes, Section 943.25, shall be assigned over to the BSO and used by the District for the law enforcement education purposes authorized in the statute. Apart from such funds and except for the provisions set forth in subsection 10(k) of these General Terms and Conditions, Grant Funds and Miscellaneous Revenues, BSO shall have no claim or right to any other monies or things of value that the CITY receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.

b. The CITY and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the CITY's right to the disposition of fines and forfeitures to which the CITY would be entitled, pursuant to Florida Statutes, Section 316.660 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the CITY would otherwise be entitled, except as limited herein.

c. The CITY and BSO agree that BSO shall be responsible for determining whether asset forfeiture proceedings for property seized within the CITY through active participation of District personnel shall be initiated, except as otherwise indicated herein. Any state law forfeiture actions filed under Chapter 932, Florida Statutes, for property seized within the CITY through active participation of District personnel shall be initiated and managed by BSO, which shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the CITY and BSO.

d. BSO agrees that any currency seized within the CITY, through active participation of the District's personnel, pursuant to Chapter 932 of the Florida Statutes, and subsequently forfeited solely to BSO, shall be deposited into the City's Law Enforcement Trust Fund established by the CITY, less any costs as described in paragraph 10(h) herein (hereinafter referred to as the "Funds"). The Funds shall be and shall always remain in the ownership of the CITY and BSO shall not have any right to ownership and control of such Funds. During the term of this Agreement, such Funds may be earmarked for the BSO's use within the confines of the City, upon approval of the CITY as follows:

1. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the CITY for the use of such Funds, within the boundaries of the CITY, if such application is in compliance with Florida Statutes.

2. The District Chief shall first submit the request to the SHERIFF's legal counsel for a determination as to whether the request complies with applicable law. If the SHERIFF's legal counsel finds that the request complies with applicable law, the District Chief shall then submit the request, accompanied by a written certification that the request complies with the provisions of §932.7055(4) Florida Statutes, to the City Manager.

3. If the request and accompanied written certification are acceptable to the City Manager, the City Manager may place the request and written certification on the agenda for the City Commission's consideration.

4. Upon appropriation, such funds shall be made available to BSO for its designated use within the confines of the City. The City shall transfer ownership of any personal property purchased with the Funds to BSO for exclusive use within the District.

e. The parties agree that the decision to dispose of or use personal property, other than currency, seized within the CITY through active participation of the District personnel and subsequently forfeited solely to the CITY under Chapter 932, Florida Statutes, shall be in the sole discretion of the CITY.

1. If the CITY decides to use personal property, other than currency, forfeited to the CITY under Chapter 932, Florida Statutes, the City shall reimburse BSO for any costs, as described in paragraph 10(h), below, incurred in the seizure and forfeiture of such property.

2. BSO shall annually invoice the CITY for all actual costs incurred by BSO in the forfeiture action including, but not limited to, filing fees and advertising costs, and the CITY shall have forty-five (45) calendar days to pay such invoice. BSO shall submit the annual invoice to the CITY on or before September 30th of each fiscal year;

3. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the CITY to use such personal property either within or outside the CITY, and if approved by the CITY, BSO may use such personal property in accordance with such approval, however BSO shall then be responsible for all costs incurred in the forfeiture of that personal property.

4. In the event BSO disposes of the property prior to termination of this Agreement, BSO shall allocate the net proceeds from the disposition to the CITY's Law Enforcement Trust Fund.

5. In the event that this Agreement is terminated and such property is still in use by BSO within or outside the CITY, such property shall be turned over to the CITY.

6. If the CITY decides to dispose of personal property, other than currency, forfeited to the CITY under Chapter 932, Florida Statutes, proceeds of the sale of such property, less costs as described in paragraph 10(h) herein, shall be deposited in the CITY's Law Enforcement Trust Fund. Proceeds from the sale of property deposited in the CITY's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the City, in the same manner as provided in subsection 10(d) above.

7. If the personal property is approved by the CITY for use by BSO outside of the City boundaries, BSO will promptly notify the City Manager of such use.

f. BSO agrees to notify the CITY of its intent to initiate forfeiture proceedings involving real property seized solely by District staff, prior to the filing of a Complaint for Forfeiture. The CITY shall notify BSO within five (5) business days of any objections it has related to the impending forfeiture proceeding. In the event, the parties are unable to reach a mutually agreed upon decision, the final decision to proceed shall be made by the CITY. The parties agree that the decision to use or dispose of real property seized within the CITY, through active participation of the District's personnel, and subsequently forfeited solely to the District pursuant to Chapter 932, Florida Statutes, shall be in the absolute and sole discretion of the CITY.

1. If the CITY decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the CITY's Law Enforcement Trust Fund, less any loans, mortgages, liens, costs (as described in subsection 10(h) herein, below) or any other encumbrance on the property incurred by BSO in the seizure, forfeiture, or sale of such property. Proceeds from the sale of real property deposited in the CITY's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the City, in the same manner as provided in subsection 10(d), above.

2. If the CITY decides to use such real property, the City shall reimburse BSO for any loans, mortgages, liens, costs (as described in paragraph 10(h), below) or any other encumbrance on the property incurred by BSO in the seizure and forfeiture of such property. However, prior to filing a forfeiture complaint for real property seized within the CITY, BSO's legal staff shall first consult with CITY's legal advisor for authorization to proceed with the forfeiture due to the potential for excessive costs to the CITY from mortgages, liens or other encumbrances on the real property. CITY shall provide BSO with a filing decision on the prospective forfeiture within three (3) working days after obtaining all relevant information from BSO required to adequately evaluate the equity of the seized real property, including, but not limited to, the value of the property and any liens thereon.

   i. BSO shall invoice the CITY for all actual costs incurred by BSO in the forfeiture action, and the CITY shall have thirty (30) days to pay such invoice;
   ii. BSO may apply to the CITY to use such real property, and if approved, BSO may use such real property in accordance with such approval.
   iii. In the event that this Agreement is terminated and such property is still in use by BSO, such property shall be turned over to the CITY.

g. In the event that real or personal property is seized within the CITY through active participation of District personnel and the active participation of personnel from other law enforcement agencies, and such property is forfeited to multiple law enforcement agencies pursuant to Chapter 932, Florida Statutes, the decision to use or dispose of such property shall be made by agreement of the participating agencies. If such property is sold, the CITY's share of the proceeds of such sale, less costs (defined in Section 10(h)) incurred in

the seizure, forfeiture, and sale of such property, shall be based upon the ratio that the District's personnel's participation bears to the participation of all law enforcement agencies and units that participated in the seizure of the property. The City's share of proceeds from the sale of such property shall be deposited into the CITY's Law Enforcement Trust Fund, and may be earmarked for BSO's use, in the same manner as provided in subsection 10(d), above.

h. Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the CITY, through active participation of the District personnel and subsequently forfeited shall be paid by the CITY or reimbursed to BSO, in the following priority:

    1. Payment of the balance due on any lien on personal or real property preserved by the court in the forfeiture proceedings.

    2. Payment of the cost incurred in connection with the storage, maintenance, security, forfeiture proceeding (i.e. court costs, publication costs) and sale of such property.

i. BSO shall, on a quarterly basis, supply the CITY with a written report of the above-described fines and forfeitures. The report(s) shall include a description and estimate of value of properties seized under the laws of the State of Florida, whether or not disposition thereof has been adjudicated. Moreover, the report(s) shall be amended, from time to time, by reflecting the ultimate disposition of property described in an earlier report(s), and such amendatory report(s) shall be submitted to the CITY within thirty (30) days of the ultimate adjudication with regard to the seizure of the property.

j. CITY shall be responsible to meet all reporting requirements for all forfeiture proceeds under federal and state law, and BSO shall provide all necessary information pertaining to same to CITY in a timely manner for such purpose. BSO shall also provide technical assistance to CITY staff if requested with regard to the reporting procedure.

k. Grant funds and miscellaneous revenues. BSO shall cooperate with the CITY and, to the extent allowable by law, act as the law enforcement agent on behalf of the CITY in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The CITY shall make these funds available to the BSO to carryout the intent of the grant program as approved by the granting agency and the CITY. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the CITY as a result of law enforcement activities shall continue to be received by the CITY as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the CITY's current agreement.

## 11. TOWING

BSO will use the selected City vendor for all vehicle removal needs when required to remove damaged, stolen, abandoned, and inoperable vehicles from all public roadways and properties within the City limits unless it is determined by BSO that the vendor cannot appropriately preserve evidence in a specific criminal case or the storage of the vehicle is directed elsewhere by the lead law enforcement agency or prosecuting agency in charge if other than BSO. The CITY's agreement with the towing vendor will include provisions that require BSO to be listed as an additional insured on insurance policies meeting the specifications of BSO's Risk Manager. The City's agreement with the towing vendor will also include provisions that any and all BSO vehicles assigned to the Pompano Beach District or in need of towing while in the Pompano Beach District will be towed at no charge to BSO. BSO shall use the CITY selected towing company of its choice for towing of vehicles seized for forfeiture.

## 12. INSURANCE

BSO shall maintain liability and automobile insurance policies in the amounts set forth below:

| | |
|---|---|
| General Liability | $1,000,000/$2,000,000 |
| Automobile Liability | $1,000,000/$2,000,000 |

BSO shall maintain these insurance policies throughout the Term. BSO shall provide the CITY with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the CITY understands and acknowledges that the cost of this coverage is allocated to the CITY through the consideration set forth in the Special Terms and Conditions of this Agreement. BSO may provide the insurance required in this Section through a self insurance program.

The CITY shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Fire and Casualty coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the CITY and the BSO in the event of claims related to the Facilities or damage/destruction of Facilities.

## 13. DEFAULT

a. The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):

   1. Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, taxes, utilities, insurance or any other obligations, within ten (10) days after such is due hereunder, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure;

2. Performance of Services. Failure of BSO to perform the Police Services as required herein at any time during the Term;

3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Police Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach;

4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or

5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.

b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:

1. Terminate this Agreement pursuant to Section 14 herein;

2. Withhold payment or performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public;

3. Cure such Default and recover the costs thereof, together with interest thereon at the lesser of 18% or the maximum legal rate permitted by applicable law, from the Defaulting Party;

4. Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof;

5. Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or

6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

c. Interest and Late Charges. Any payments due hereunder, whether for Consideration, rents, taxes, utilities, insurance or any other obligations, overdue for more than ten (10) days shall bear interest from the date due at the lesser of eighteen percent (18%) or the maximum legal rate permitted by Applicable Law. In addition, the Defaulting Party shall pay for the Non-Defaulting Party's administrative and collection expenses incurred in connection therewith,

and not as interest, a late charge equal to five percent (5%) of the amount overdue. The terms of this paragraph shall also apply to BSO's payment obligations under this Agreement.

14. **TERMINATION**

a. Either party may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to the other party; provided the other party has no less than ninety (90) days prior written notice of such termination. At the expiration of the ninety (90) day notice period as described in the preceding provision, the transition period as set forth in subsection (c) of this Section 14 shall commence.

b. In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach, except for a material breach of any payment obligation under this Agreement in which case the other party shall have 10 days from the date of receipt of the notice to cure the payment obligation breach. If the material breach is not cured within such time periods, the non-breaching party may terminate this Agreement immediately, subject to the transition period in subsection (c) of this Section 14. Material breaches shall include but are not limited to, failure by the CITY to pay BSO pursuant to the consideration provisions set forth in the Special Terms and Conditions of this Agreement, violations of Governing Standards, local or federal laws, the BSO policies and procedures, or the terms and conditions of this Agreement.

c. In the event of termination or expiration of this Agreement, the SHERIFF and the CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the SHERIFF to a CITY police department or other provider of police services and to maintain during such period of transition the same high quality of police service as contemplated by this Agreement. In the event of such termination or expiration and in the further event that the CITY is unable to provide for the same level of police protection at the time of such termination or expiration, the then pending term of this Agreement shall be deemed automatically extended for a period of 24 months or until CITY is capable of rendering such police service, whichever occurs sooner. The consideration to be paid to the SHERIFF during the transition period shall be based upon the actual cost of providing such services during the transition period at the level of staffing determined reasonably necessary by BSO.

d. Equipment and Vehicles. In the event of termination or upon the expiration of this Agreement, the CITY may request to purchase from BSO any piece of equipment, including police vehicles owned by BSO that is directly attributable to or in use by the Pompano Beach District at the time of such termination or expiration in connection with the services contemplated herein. The purchase price for such equipment shall be determined by mutual agreement of the parties based on the fair market value of such equipment at the time of the CITY's election to purchase.

Upon termination or expiration of this Agreement, all equipment and vehicles shall remain in service within the CITY until such time as the CITY and BSO execute such documents as are

necessary to transfer liability for such vehicles and/or equipment from BSO to the CITY at the time the CITY takes possession of such vehicles and/or equipment.

Upon the parties reaching a mutual agreeable purchase price for the equipment pursuant to this Section, and payment by the CITY, BSO shall convey all of its rights, title and interest, thereto, including police vehicles, to the CITY by Bill of Sale Absolute or Certificate of Title, as applicable.

## 15. INDEMNIFICATION

15.1 The CITY and the SHERIFF shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement.

15.2 To the extent permitted by law, the CITY shall indemnify, defend, and hold the SHERIFF, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in Equity, which results from or arises out of the intentional or negligent acts or omissions of the CITY, its employees, agents, or servants and to that extent the CITY shall indemnify the SHERIFF, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the SHERIFF, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of the CITY, its employees, agents, or servants. For purposes of this provision, the CITY's employees shall not be deemed agents or servants of the SHERIFF and the SHERIFF's employees shall not be deemed agents or servants of the CITY. The CITY shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

15.3 To the extent permitted by law, the SHERIFF shall indemnify, defend, and hold the CITY, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of the SHERIFF, its employees, agents, servants and to that extent the SHERIFF shall indemnify the CITY, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the CITY, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of the SHERIFF, its employees, agents, or servants. For purposes of this provision, the CITY's employees shall not be deemed agents or servants of the SHERIFF and the SHERIFF's employees shall not be deemed agents or servants of the CITY. The SHERIFF shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

16. **CONTRACTOR RELATIONSHIP**

CITY hereby retains BSO as an independent contractor to provide Police Services for the CITY, subject to the terms and conditions contained herein. As an independent contractor, BSO shall have discretion and operational oversight regarding the manner and means in which Police Services shall be provided to the CITY, unless otherwise provided herein. Notwithstanding BSO's independent contractor status hereunder, BSO and the District Employees shall have the power and authority granted by the CITY pursuant to Section 3 hereof.

17 **NO PARTNERSHIP**

The relationship between the CITY and BSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the CITY nor BSO shall have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the CITY and BSO shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The CITY and BSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

18. **REPRESENTATIONS AND WARRANTIES OF CITY**

The CITY represents, warrants and covenants to BSO as of the date hereof and throughout the Term the following:

a. The CITY is and shall remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and shall retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the CITY has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.

b. This Agreement has been duly executed and delivered by the CITY and constitutes the valid and legally binding obligation of the CITY enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.

c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which CITY is a party or by which CITY is bound, (b) results in the violation by the CITY of any provision of any Applicable Law applicable to CITY or to which CITY may be subject, (c) violate or conflict with any charter or other document

governing the actions of CITY, or (d) require CITY to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The CITY is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

d. No representation or warranty made by the CITY herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

19. **REPRESENTATIONS AND WARRANTIES OF BSO**

BSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement the following:

a. The Sheriff is the duly elected or appointed, qualified and incumbent Sheriff of Broward County, Florida, has and shall retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;

b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.

c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) result in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violate or conflict with any charter or other document governing the actions of BSO, or (d) require BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

d. BSO has complied and shall comply with all Applicable Laws relating to the performance of the Police Services and the employment of the District Employees.

e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment or authorized in accordance with Section 6(l). Additionally, neither party shall have the right of setoff or the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

## 20. INTERPRETATION

Except where the context otherwise requires, reference to something in the singular shall include the plural and vice versa. Unless otherwise noted, reference to a party to this Agreement includes that party, and its permitted successors and assigns. Lastly, the captions or headings in this Agreement are for convenience only, and are not meant to limit the scope or intent of the particular provisions.

## 21. ACCOUNTING TERMS

All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

## 22 CROSS REFERENCES

Unless otherwise specified, references in this Agreement to any Article or Section are references to such Article or Section of this Agreement, and, unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

## 23. DRAFTING

This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

24. **NOTICE**

All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by email or facsimile on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such email or facsimile received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

CITY:

See Special Terms and Conditions

BSO:

Sheriff
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other parties.

25. **NON-ASSIGNABILITY**

Neither party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the other party's prior written approval.

26. **TIME OF THE ESSENCE**

Time shall be of the essence in the payment and performance of all obligations hereunder. All references herein to this Agreement or the Term shall include the initial Term and any renewal or extension of the Term.

27. **ENTIRE AGREEMENT**

This Agreement, together with any other agreements entered into contemporaneously herewith, constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. In the event any provision of this Agreement shall

be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

28. **APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, and, unless otherwise agreed to in writing by both parties hereto, venue and jurisdiction shall lie only in Broward County, Florida. Each of CITY and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

29. **WAIVER OF RIGHTS**

CITY and BSO hereby irrevocably waive, to the fullest extent permitted by law, the posting of any bond, surety or other security that might be required of any party in any actions, proceeding or counterclaim, whether at law or equity, brought by either of them. Further, CITY and BSO hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

30. **SEPARABILITY**

Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to the Non-Defaulting Party by this Agreement or by law or equity are cumulative, and the exercise of any such right or remedy by the Non-Defaulting Party shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity.

31. **WAIVER**

No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without prejudice to that party's right to recover the balance of the full amount due or pursue any other remedy available hereunder.

32. **DESCRIPTION OF SERVICES**

BSO shall provide comprehensive law enforcement services within the municipal boundaries of the CITY which includes services (a) customarily rendered by municipal police departments or BSO, and (b) required to be performed under Applicable Laws or CITY Ordinances, unless the subsequent modification or adoption of an Ordinance or Law results in additional costs to BSO in which case the CITY and BSO shall negotiate in good faith to address the increased costs.

BSO shall not utilize a third party provider for the provision of service referenced in this Agreement unless approved by the CITY in its sole and absolute discretion.

BSO law enforcement services are comprised of direct services, indirect services, special detail services and countywide services, which are defined as follows:

a. Direct Services – are those services that are provided by the District Employees.

b. Indirect Services – are those BSO-provided Non-District Employee services that are centralized within BSO, but provide benefits throughout Broward County (including the CITY).

c. Special Detail Services – are those services offered by BSO pursuant to §30.2905, Florida Statutes, which authorizes BSO to administer a program that allows public and private entities to contract for the services of sheriff's deputies during off-duty hours.

d. Countywide Services - those services that are funded by Broward County as a countywide service and provided by BSO to any and all Broward County law enforcement agencies (irrespective of whether they have an agreement with BSO) that request such service.

Each of these services is detailed further below.

DIRECT SERVICES:

The law enforcement services provided by the District Employees pursuant to this Agreement are as follows:

a. *Uniformed law enforcement patrol*
BSO shall provide uniformed law enforcement patrol services for the CITY twenty-four (24) hours per day, seven (7) days a week. Included in the staffing complement are three (3) marine patrol deputies BSO shall utilize to provide marine patrol services within the CITY boundaries.. BSO shall provide parking enforcement services utilizing existing staff as appropriate.

The Patrol Zones may be modified upon mutual written agreement of the District Chief and the City Manager. In order to address the ever-changing law enforcement needs of the City, the District Chief or the Chief's designee shall have the discretion to modify the deployment of BSO staff within those patrol zones.

Deputy Sheriffs shall make every reasonable effort to respond to emergency calls as expeditiously as possible while maintaining safe operations, subject to BSO's response standards and protocols.

*b. Other Law Enforcement Services*

In addition to uniformed law enforcement patrol service described above, District Employees shall provide the following law enforcement services for the CITY:

1. BSO shall provide public education programs;

2. BSO shall provide law enforcement action (i.e. DUI checkpoints, drug enforcement initiatives) as determined by the District Chief based on trends and statistics within the CITY;

3. The District Chief or designee shall attend and participate at CITY staff meetings, CITY Commission meetings as requested by the City Manager or designee;

4. Upon the request of a homeowners' association, the District Chief or designee shall attend the association's membership meeting;

5. BSO shall provide the CITY with School Resource Deputies consistent with BSO's contractual arrangement with the School Board of Broward County subject to funding. School Resource Deputies shall report to the District Chief and shall be assigned to schools subject to CITY approval. Any money paid to BSO from the School Board of Broward County for School Resource Deputies assigned to schools within the CITY shall be transferred to the CITY or credited to the CITY;

6. BSO shall provide the Specific Services set forth in Exhibit A to this Agreement;
7. BSO shall utilize Automatic License Plate Readers provided by the CITY. The cost of the purchase and maintenance of the License Plate Readers will be paid for by CITY. BSO shall use the Readers in accordance with manufacturer specifications. BSO will notify CITY of the need for repair/replacement of the Readers and
8. BSO deputies will bring cases before the CITY's Nuisance Abatement Board as appropriate.

<u>INDIRECT SERVICES:</u>

The CITY indirectly receives the benefit of the following services associated with law enforcement by virtue of this Agreement with BSO:

a) Administration;
b) Budget;
c) Central Supply;
d) Citizen Observer Patrol;
e) Compensation and Assessment;
f) Employee Assistance Program;
g) Employee Benefits;
h) Information Technology Division;
i) Equal Employment Opportunity Division;
j) Evidence;
k) Department of Community Services (Media Relations, Public Relations and Crime Stoppers);
l) Finance;
m) Fleet Control;
n) Grants Management;
o) Human Resources;
p) Institute for Criminal Justice Studies;
q) Office of the General Counsel;
r) Labor Relations;
s) Purchasing;
t) Records;
u) Recruitment;
v) Selection and Assessment;
w) Victim Services; and
x) Any other services that meet the definition of Indirect Service as mutually agreed upon by BSO and the CITY.

The costs of indirect services are allocated to this Agreement.

SPECIAL DETAIL SERVICES

1. BSO shall provide security and traffic detail deputies to support special event activities occurring within the CITY in accordance with the BSO's Special Details Policies and Procedures. BSO shall cooperate with the CITY and follow CITY procedures in the permitting of special events. Special details for which deputies must be dedicated or assigned to an event shall be worked out with the sponsoring agency. Special details for CITY-sponsored events shall be provided based upon the terms set forth in Exhibit A, Special Terms and Conditions.

2. BSO will provide special detail services for CITY sponsored events; however the District Chief, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the District Chief's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the City will incur no additional costs associated with such services; however the CITY understands and acknowledges that the on-duty personnel may be called to an incident during the CITY sponsored event. For those City-Sponsored events in which the District Chief determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide

the required level of services through a special detail and the CITY will be charged at BSO's special detail rates at the time of the event.

Any and all special details requested by the CITY shall be paid based upon the terms and conditions of the CITY's permit filed with BSO's Special Details Unit.

District Employees shall be offered first choice to work the special details requested by the CITY for a City-sponsored event, unless interested personnel from the District cannot be identified, in which case other BSO personnel may be assigned.

COUNTYWIDE SERVICES

Unless otherwise agreed or set forth herein and subject to County funding, the following services shall be provided to the CITY by BSO as Countywide Services to the extent that such services would be provided by BSO to any and all other municipalities in Broward County that request such service irrespective of whether or not the CITY has a contract with BSO for such services:

a) Regional narcotics investigations;
b) Career criminal investigation;
c) Multi-agency gang task force operations;
d) Case filing;
e) Marine /dive team;
f) Canine deployment;
g) SWAT team response;
h) Major investigations to include homicide, aggravated felonies, abuse and neglect, sex crimes, missing persons, robbery, economic crimes, traffic homicide, bomb and arson, environmental crimes, auto theft, fugitive apprehension, crime scene technicians and major crime scene technical expertise;
i) Drug enforcement and money laundering; and
j) Strategic intelligence functions;
k) The use of the mounted patrol;
l) Law enforcement technical support services;
m) Street crimes enforcement;
n) Full-service crime lab;
o) Helicopter patrol and air rescue services;
p) Prisoner and jail services for municipal ordinance violators;
q) E-911 (law enforcement, fire, and EMS dispatch), and subject to the terms and conditions set forth in the E-911 Regional Inter-Local Agreement entered into by the CITY and the County; and
r) Any other services, excluding those indirect services listed, BSO generally provides to other law enforcement agencies throughout Broward County, whether they have a contract with BSO or not.

The CITY recognizes that the Board of County Commissioners, Broward County, Florida is the authority which establishes, allocates or otherwise provides for BSO's budget year funding.

If in any budget year, funding, for any reason, is not provided sufficient to cover BSO's ability to provide the countywide services, as determined by BSO, BSO reserves the right to notify the CITY accordingly in writing. In such an event, the countywide service shall be discontinued, unless the CITY and BSO agree otherwise by a formal written amendment to this Agreement executed with the same formalities as set forth herein.

If Broward County does not fully fund the E-911 services and equipment used for dispatch, confirmations, teletype, locates and other queries conducted by BSO for CITY, then CITY shall timely pay BSO all costs associated with the personnel and equipment for such E 911 services rendered by BSO to the extent not funded by Broward County, in addition to the other fees and costs mentioned in this Agreement.

In the event Broward County does not provide funding for E-911 communications/dispatch services for the CITY, in whole or in part, BSO's obligation to provide such services to the CITY shall cease accordingly, unless the CITY agrees to fund the shortfall in BSO funding.

SHERIFF shall provide notice to the CITY of any substantive change to the Countywide Services due to Broward County not fully funding the services or equipment as provided for under this section.

ADDITIONAL SERVICES:

Upon the request of the CITY Manager and subject to BSO's availability of resources, BSO agrees to provide such additional resources at a cost mutually agreed upon by the parties.

Meeting Date: October 27, 2015 Agenda Item 35

REQUESTED COMMISSION ACTION:

___ Consent X Ordinance ___ Resolution ___ Consideration ___ Workshop ___ Initiative

SHORT TITLE OR MOTION: An Ordinance of the City Commission of The City of Pompano Beach, FL, approving and authorizing the proper City Officials to execute a contract for Consulting/professional services between the City of Pompano Beach and Kimley-Horn and Associates, Inc. for Civil Engineering Services for various City Projects providing for severability; providing an effective date.

Summary of Purpose and Why:

In a previous Commission action, the approval of the top ranking Consultant firm from RLI E-31-15 titled "Contract for Civil Engineering Services for Various City Projects" Kimley-Horn and Associates, Inc. was the top ranked firm. The term of this contract shall be for an initial period of one year and shall be automatically renewed for four (4) additional one year periods.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Engineering
(2) Primary staff contact: John Sfiropoulos/H. Danovich Ext 7009/7834
(3) Expiration of contract, if applicable: October 13, 2020
(4) Fiscal impact and source of funding: N/A

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Engineering | 10/1/15 | APPROVE | |
| Budget | 10-2-15 | Approve | |
| Finance | 10/2/15 | Approve | S. Sibble |
| City Attorney | 10/2/15 | | |

___ Advisory Board
___ Development Services Director
X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | | Resolution | | Consideration | Workshop |
|---|---|---|---|---|---|
| 1st Reading Approved | 10/13/15 | 1st Reading | | Results: | Results: |
| 2nd Reading | 10/27/15 | | | | |

**ORDINANCE NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND KIMLEY-HORN AND ASSOCIATES, INC. FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

**WHEREAS**, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement between the City of Pompano Beach and Kimley-Horn and Associates, Inc. for civil engineering services for various city projects, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this _____ day of _____, 2015.

**PASSED SECOND READING** this _____ day of _____, 2015.

_____

**LAMAR FISHER, MAYOR**

**ATTEST:**

_____

**ASCELETA HAMMOND, CITY CLERK**

/jrm
9/18/15
L:ord/2015-501

**City Attorney's Communication #2015-1646**
September 18, 2015

**TO:** Missy Stanley, Engineering Secretary

**FROM:** Jill R. Mesojedec, FRP, Paralegal

**VIA:** Mark E. Berman, City Attorney

**RE:** Ordinances – Contracts for Consulting/Professional Services
Civil Engineering Services for Various City Projects

Pursuant to your memorandum dated September 9, 2015, Engineering Department Memorandum No. 15-179, I have prepared and attached Ordinances for the following entities:

1. Kimley-Horn and Associates, Inc.;
2. R.J. Behar & Company, Inc.;
3. Munson Design & Consulting, Inc.;
4. Craven, Thompson & Associates, Inc.;
5. Keith and Associates, Inc.;
6. Craig A. Smith & Associates, Inc.; and
7. Mathews Consulting, Inc.

Please feel free to contact me should you have any questions.

JILL R. MESOJEDEC

/jrm
l:cor/engr/2015-1646

Attachments

*CITY OF POMPANO BEACH,*
*FLORIDA*

**CONSULTANT AGREEMENT**

**with**

pompano beach®

Florida's Warmest Welcome

***CONTINUING CONTRACT FOR ENGINEERING SERVICES***
***for***
***Civil Engineering Services for Various City Projects***

# CONTRACT FOR
# CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____day of _____, 20___, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and KIMLEY-HORN AND ASSOCIATES, INC. ( ) an individual, ( ) a partnership, (X) a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

**WHEREAS**, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

**WHEREAS**, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

**NOW, THEREFORE**, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

## ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. E-31-15 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Marwan Mufleh

The CITY's representative shall be City Engineer or designee,

## ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations or Task Orders as negotiated.

The Term of this Agreement shall be for an initial period of one (1) year from the date of execution by both the City and the Consultant. The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

## ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

B. Price Formula. City agrees to pay Consultant as negotiated on a Task Order or Work Authorization basis. Each task order or work authorization shall specifically identify the scope of the work to be performed and the fees for said services.

C. Fee Determination. Each individual Task Order or Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Task Order or Work Authorization shall not exceed specified amounts for all services and materials including "out of pocket" expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City's Representative in writing when 90% of the "not to exceed amount" for the total Task Order or Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City's obligation to pay Consultant, but does not include a limitation upon Consultant's duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida State Statutes governing this process. In addition to detailed invoices, upon request of the City's representative, Consultant will provide City with detailed periodic Status Reports on the project.

E. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization or Task Order. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of- pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

## ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

## ARTICLE 5 – TERMINATION

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative or the City Manager to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars ($10.00) paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.

D. Continue and complete all parts of the work that have not been terminated.

## ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

## ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

## ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual

obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Contract

## ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

## ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

## ARTICLE 11 – INDEMNIFICATION

1. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of Consultant, or its agents, servants, or employees, in the performance of services in the performance of the contract.

2. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the City from (a) any breach by the Consultant of this Contract; (b) any misconduct by the Consultant; (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein; (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property to the extent caused by any negligence, recklessness, or intentionally wrongful performance of this Contract by the Consultant and the Consultant's agents, employees, invitees. Such obligation to indemnify and hold harmless shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

3. Twenty-five Dollars ($25.00) of the amount paid to Consultant is given as separate, distinct and independent consideration for the Consultant's grant of this indemnity, the sufficiency and receipt of this consideration is acknowledged by the Consultant.

## ARTICLE 12 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors,

executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

## ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

## ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

## ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

## ARTICLE 16 – DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

## ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

## ARTICLE 18 – CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

## ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

## ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status and sexual orientation.

## ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

## ARTICLE 22 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

## ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and off equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict

or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

## ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization or Task Order Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of $25,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

## ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

**FOR CITY:**

City Manager
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

**FOR CONSULTANT:**

Marwan Mufleh, P.E.
Kimley-Horn and Associates, Inc.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411

## ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

**"CITY"**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
Lamar Fisher, Mayor

_____

By:_____
Dennis W. Beach, City Manager

Attest:

_____
Asceleta Hammond, City Clerk

(SEAL)

Approved As To Form:

_____
Mark E. Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

**"CONSULTANT"**

Kimley-Horn and Associates, Inc.

Witnesses:

Signature

Sean Bukovich
Name Typed, Printed or Stamped

Signature

Juliana Jaramillo
Name Type, Printed or Stamped

By: _____
Signature

Marwan Mufleh
Name Typed, Printed or Stamped

Title: Senior Vice President

Address: 1920 Wekiva Way, Suite 200
West Palm Beach, Florida 33411

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27 day of August, 2015, by Marwan Mufleh, as Senior Vice President of Kimley-Horn and Associates, Inc. He/she is personally known to me or who has produced personally known (type of identification) as identification.

NOTARY'S SEAL:

JENNIFER EPPERT
Commission # FF 122674
Expires July 17, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

NOTARY PUBLIC, STATE OF FLORIDA

Jennifer Eppert
(Name of Acknowledger Typed, Printed or Stamped)

FF 122674
Commission Number

Exhibit A

pompano beach®

Florida's Warmest Welcome

# CITY OF POMPANO BEACH
# REQUEST FOR LETTERS OF INTEREST
# E-31-15

## CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

**RLI OPENING: April 20, 2015 2:00 P.M.**
**PURCHASING OFFICE**
**1190 N.E. 3RD AVENUE, BUILDING C (Front)**
**POMPANO BEACH, FLORIDA 33060**

March 19, 2015

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR LETTERS OF INTEREST (RLI)
E-31-15

CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites engineering firms to submit Letters of Interest, qualifications and experience for consideration to provide Civil Engineering services to the City on a continuing as-needed basis.

The City will receive sealed proposals until 2:00 p.m. (local), April 20, 2015, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

The City intends to issue multiple contracts to engineering firms to provide continuing professional services to the City for various projects. Professional services under this contract will be restricted to those required for any project for which construction costs will not exceed $2 million, and for any study activity for which fees will not exceed $200,000. The contracts will be for an initial term of one year, with an option for up to four one-year extensions as agreed to by the Consultant(s) and the City.

1. **The types of projects to be undertaken may include, but are not limited to**

- Roadway, Streetscape or Parking Lot Construction/Re-Construction projects.
- Water or Reuse Main Construction projects.
- Gravity Sewer Main Construction projects.
- Force Main Construction projects.
- Lift Station Rehabilitation projects.
- Parks and Recreational Facilities.
- Seawall Construction/Repair.
- Storm Water/Drainage Improvement projects
- Consultation for Emergency Water/Wastewater/Stormwater Repairs.
- Inspection Services for Emergency Water/Wastewater/Stormwater Repairs.

- The City's approved Capital Improvement Program may be found here http://pompanobeachfl.gov/pages/department_directory/budget/budget.html.php

2. **The scope of services may include, but is not limited to, the following;**

- Prepare preliminary design reports and/or design alternative recommendations. This may include various types of utility modeling, surveying and field data analysis.

- Prepare all required bidding/construction documents for projects. This may include the preparation of surveys, design plans and construction documents, technical specifications, and cost estimates. Attendance at required pre-design, design, bidding and bid award meeting may also be required.

- Attend pre-bid conference, prepare possible bid addenda for contract document revisions. Assist in making bid award recommendations for contracting/construction services.

- Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. Federal, State, County and City).

- Provide construction engineering/management/administration services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements, certification of projects for various permitting entities, possible field revisions, and review and approval of contractor pay applications.

- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.

Firms must have previous municipal experience and must be licensed to practice Professional Engineering in the State of Florida, Florida State Statute 481, by the Board of Professional Regulation.

**3 Term of Contract**

The contract will be for an initial term of one year, with an option for up to four one-year extensions as agreed to by the Consultant and the City.

**4. Small Business Enterprise Program**

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than $5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the $5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

**The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.**

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

## 5. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

**The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.**

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business

that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

## 6. Required Proposal Submittal

### Submission/Format Requirements

Submit one (1) original unbound proposal and five (_5_) bound photocopies of the proposal. Use 8 ½" x 11" plain white paper; proposal to be typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Duplicate copies must contain all information included in the original submittal. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

**Information to be included in the proposal**:
In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

**Title page:**
Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

**Table of Contents:**
Include a clear identification of the material by section and by page.

**Letter of Interest:**
A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

**Project Team Form:**
Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

**Organizational Chart:**

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

**Statement of Skills and Experience of Project Team:**
Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

**Resumes of Key Personnel:**
Include resumes for key personnel for prime and subconsultants.

**References:**
References for past five (5) projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

**Office Locations:**
Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

**Minority Business Enterprises:**
It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

**Small Business Enterprises:**
Completed SBE program forms, Exhibits A-D, if applicable for your team. Include copies of all SBE certifications for firms listed on these forms.

**Local Businesses:**
Completed Local Business program forms, Exhibits E-H, if applicable.

**Litigation:**
Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

**Acknowledgement of all Addenda issued.**

**City Forms**:
Responses should include all pages of this solicitation, initialed where indicated, in addition to completed SBE and Local Business forms.

7. **Insurance**

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

b. Liability Insurance

1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

| | Type of Insurance | | LIMITS OF LIABILITY each occurrence | aggregate |
|---|---|---|---|---|
| **GENERAL LIABILITY:** ***MINIMUM $1,000,000 per OCCURRENCE/$1,000,000 AGGREGATE*** | | | | |
| | * Policy to be written on a claims incurred basis | | | |
| XX | comprehensive form | | | |
| XX | premises - operations | bodily injury | | |
| __ | explosion & collapse hazard | property damage | | |
| __ | underground hazard | | | |
| __ | products/completed operations hazard | bodily injury and | | |
| XX | contractual insurance | property damage | | |
| XX | broad form property damage | combined | | |
| XX | independent contractors | | | |
| XX | personal injury | personal injury | | |
| **AUTOMOBILE LIABILITY:** ***MINIMUM $1,000,000 per OCCURRENCE/$1,000,000 AGGREGATE*** | | | | |
| | | bodily injury (each person) | | |
| XX | comprehensive form | bodily injury (each accident) | | |
| XX | owned | property damage | | |
| XX | hired | bodily injury and | | |
| XX | non-owned | property damage combined | | |
| **REAL & PERSONAL PROPERTY** | | | | |
| XX | comprehensive form | Consultant must show proof they have this coverage. | | |
| **EXCESS LIABILITY** | | | | |
| XX | umbrella form | bodily injury and | | |
| XX | other than umbrella | property damage combined | $2,000,000. | $2,000,000. |
| XX | **PROFESSIONAL LIABILITY** | $2,000,000. | $2,000,000. | |
| | * Policy to be written on a claims made basis | | | |

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

## 8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

| | Criteria | Point Range |
|---|---|---|
| 1. | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points |
| 2. | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points |
| 3. | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points |
| 4. | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points |

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RLI, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

## 9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

## 10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

## 11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

**12. No Discrimination**

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

**13. Independent Contractor**

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

**14. Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

**15. Contract Terms**

The contract resulting from this RLI shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RLI document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**16. Waiver**

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly

executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

**17. Survivorship Rights**

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

**18. Termination**

The contract resulting from this RLI may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

**19. Manner of Performance**

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

**20. Acceptance Period**

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

**21. RLI Conditions and Provisions**

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RLI as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RLI. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RLI, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

**22. Standard Provisions**

a. Governing Law

Any agreement resulting from this RLI shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a

contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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 Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RLI. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

k. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

   a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

   b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

   c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

   d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

**23. Questions and Communication**

All questions regarding the RLI are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RLI name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

**24. Addenda**

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

## PROJECT TEAM

RLI NUMBER _____

Federal I.D.#_____

**PRIME**

| Role | Name of Individual Assigned to Project | Number of Years Experience | Education, Degrees |
|---|---|---|---|
| Principal-In-Charge | | | |
| Project Manager | | | |
| Asst. Project Manager | | | |
| Other Key Member | | | |
| Other Key Member | | | |

**SUB-CONSULTANT**

| Role | Company Name and Address of Office Handling This Project | Name of Individual Assigned to the Project |
|---|---|---|
| Surveying | | |
| | | |
| Landscaping | | |
| | | |
| Engineering | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |

(use attachments if necessary)

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RLI Number & Title: _____ Contractor's Name: _____

| Name of Firm | Contact Person, Telephone Number | Type of Work to be Performed | Contract Amount/Percentage |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

***(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)***

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly ___ YES ___ NO

EXHIBIT "B"
SMALL BUSINESS ENTERPRISE
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Contractor)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

_____

_____

_____

_____ _____
(Date) (Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____day of

_____, _____, I invited the following SBE CONTRACTOR(s) to bid

work items to be performed in the City of Pompano Beach:

| SBE Contractor Address | Work Items Sought | Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Said SBE CONTRACTOR(s):

___ Did not bid in response to the invitation

___ Submitted a bid that was not the low responsible bid

___ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI #_____

1. What portions of the contract have you identified as SBE opportunities?

_____

_____

_____

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

_____

_____

_____

3. Did you send written notices to SBEs?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

_____

_____

7. List the SBEs you will utilize and subcontract amount/percentage.

_____

_____

_____

8. Other comments: _____

_____

_____

_____

_____

Note: Please attach the unavailability letters with this report.

EXHIBIT E
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

RLI Number & Title: _____ Prime Contractor's Name: _____

| Name of Firm, Address | Contact Person, Telephone Number | Type of Work to be Performed | Contract Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |

EXHIBIT F
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number_____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

_____

_____

_____

_____

_____

_____

_____

_____

_____

at the following price: _____

_____ _____
(Date) (Name of Local Business Contractor)

BY: _____

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI #_____

I,_____
(Name and Title)

of_____, certify that on the _____day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

| Business Name, Address | Work Items Sought | Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Said Local Businesses:

___ Did not bid in response to the invitation

___ Submitted a bid which was not the low responsible bid

___ Other:_____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI #_____

1. What portions of the contract have you identified as Local Business opportunities?

_____

_____

_____

_____

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

_____

_____

_____

3. Did you send written notices to Local Businesses?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

_____

_____

7. List the Local Businesses you will utilize and subcontract amount.

_____ $_____

_____ $_____

_____ $_____

8. Other comments: _____

_____

_____

_____

_____

EXHIBIT I

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI #_____

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.) You must include copies of the MBE certificates for each firm listed.

| Name of Firm | Certificate Included? |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
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| | |
| | |
| | |

## STATEMENT OF NO RESPONSE
### E-31-15 CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

If you do not intend to submit on this requirement, please complete and return this form by the submittal deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

We, the undersigned, have declined to submit on this solicitation for the following reason(s):

_____ We do not offer this product or an equivalent

_____ Our workload would not permit us to perform

_____ Insufficient time to respond to the Request for Letters of Interest

_____ Unable to meet specifications (explain below)

_____ Other (specify below)

Remarks _____

_____

_____

_____

_____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

Exhibit B

Kimley»Horn

**Salary and Billing Rates for Kimley-Horn and Associates, Inc.**

| Employee Category | Current 2015 / 2016 Hourly Salary Rates |
|---|---|
| Admin | $68.00 |
| Engineer | $156.00 |
| Engineer Analyst | $108.00 |
| LA Analyst | $95.00 |
| Landscape Architect | $145.00 |
| Principal | $250.00 |
| Senior Admin | $95.00 |
| Senior Designer | $135.00 |
| Senior Engineer | $195.00 |
| Senior Landscape Architect | $157.00 |
| Senior Specialist | $205.00 |

The above rates are subject to annual adjustment.

An amount (4.60%) will be added to each invoice for project-related expenses.

# EDA

# Electrical Design Associates

## FEE RATE SCHEDULE

City of Pompano Beach Continuing Contract for Civil Engineering Services for Various City Projects.

Individual classification for personnel hourly rates are as follows:

| Classification | Billable Rate |
|---|---|
| Senior Engineer | $179.20 |
| Engineer | $156.06 |
| Senior Associate | $122.83 |
| CADD Technician | $ 78.40 |
| Clerical/Admin | $ 58.69 |

EXHIBIT C

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/28/2015

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 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
Greyling Insurance Brokerage
3780 Mansell Road
Suite 370
Alpharetta GA 30022

CONTACT NAME: Jerry Noyola
PHONE (A/C, No, Ext): (770) 552-4225 FAX (A/C, No): (866) 550-4082
E-MAIL ADDRESS: jerry.noyola@greyling.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: National Union Fire Ins Co | 19445 |
| INSURER B: Commerce & Industry Insurance | 19410 |
| INSURER C: New Hampshire Insurance Company | 23841 |
| INSURER D: Lloyd's of London | 085202 |
| INSURER E: | |
| INSURER F: | |

INSURED
Kimley-Horn and Associates, Inc.
P.O. Box 33068
Raleigh NC 27636

COVERAGES CERTIFICATE NUMBER: 15-16 (Kimley Sharda) REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT X LOC | | | 9645227 | 4/1/2015 | 4/1/2016 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | | | | | | | MED EXP (Any one person) | $ 25,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | 4982985 | 4/1/2015 | 4/1/2016 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | RE 020733086 | 4/1/2015 | 4/1/2016 | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | | | AGGREGATE | $ 5,000,000 |
| | | | | | | | | $ |
| C | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 39901450 (AOS) | 4/1/2015 | 4/1/2016 | X WC STATU-TORY LIMITS OTH-ER | |
| A | | | | 39901451 (CA) | 4/1/2015 | 4/1/2016 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| D | Professional Liability | | | P070831500 | 4/1/2015 | 4/1/2016 | Per Claim | $2,000,000 |
| | | | | | | | Aggregate | $2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Continuing Contract for Civil Engineering Services for Various City Projects; Marwan Mufleh. The City of Pompano Beach is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER

City of Pompano Beach
Risk Manager
1201 NE 5th Avenue
Pompano Beach, FL 33060

APPROVED
RISK MANAGEMENT
ON 05/04/15
BY JM

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David Collings/JERRY David H. Collings


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Meeting Date: October 27, 2015 Agenda Item 36

REQUESTED COMMISSION ACTION:

___ Consent X Ordinance ___ Resolution ___ Consideration ___ Workshop ___ Initiative

SHORT TITLE OR MOTION: An Ordinance of the City Commission of The City of Pompano Beach, FL, approving and authorizing the proper City Officials to execute a contract for Consulting/professional services between the City of Pompano Beach and Craven, Thompson & Associates, Inc. for Civil Engineering Services for various City Projects providing for severability; providing an effective date.

Summary of Purpose and Why:

In a previous Commission action, the approval of the top ranking Consultant firm from RLI E-31-15 titled "Contract for Civil Engineering Services for Various City Projects" Craven, Thompson & Associates, Inc. was the top ranked firm. The term of this contract shall be for an initial period of one year and shall be automatically renewed for four (4) additional one year periods.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Engineering
(2) Primary staff contact: John Sfiropoulos/ H. Danovich Ext 7009/ 7834
(3) Expiration of contract, if applicable: October 13, 2020
(4) Fiscal impact and source of funding: N/A

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Engineering | 10/1/15 | APPROVE | |
| Budget | 10-2-15 | Approve | |
| Finance | 10/2/15 | Approve | S. Sibble |
| City Attorney | 10/2/15 | | |

___ Advisory Board
___ Development Services Director
X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | | Resolution | | Consideration | Workshop |
|---|---|---|---|---|---|
| 1st Reading Approved | 10/13/15 | 1st Reading | | Results: | Results: |
| 2nd Reading | 10/27/15 | | | | |

**ORDINANCE NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CRAVEN, THOMPSON & ASSOCIATES, INC. FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

**WHEREAS**, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement between the City of Pompano Beach and Craven, Thompson & Associates, Inc. for civil engineering services for various city projects, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this _____ day of _____, 2015.

**PASSED SECOND READING** this _____ day of _____, 2015.

_____

**LAMAR FISHER, MAYOR**

**ATTEST:**

_____

**ASCELETA HAMMOND, CITY CLERK**

/jrm
9/18/15
L:ord/2015-504

**City Attorney's Communication #2015-1646**
September 18, 2015

**TO:** Missy Stanley, Engineering Secretary

**FROM:** Jill R. Mesojedec, FRP, Paralegal

**VIA:** Mark E. Berman, City Attorney

**RE:** Ordinances – Contracts for Consulting/Professional Services
Civil Engineering Services for Various City Projects

Pursuant to your memorandum dated September 9, 2015, Engineering Department Memorandum No. 15-179, I have prepared and attached Ordinances for the following entities:

1. Kimley-Horn and Associates, Inc.;
2. R.J. Behar & Company, Inc.;
3. Munson Design & Consulting, Inc.;
4. Craven, Thompson & Associates, Inc.;
5. Keith and Associates, Inc.;
6. Craig A. Smith & Associates, Inc.; and
7. Mathews Consulting, Inc.

Please feel free to contact me should you have any questions.

JILL R. MESOJEDEC

/jrm
l:cor/engr/2015-1646

Attachments

*CITY OF POMPANO BEACH,*
*FLORIDA*

# CONSULTANT AGREEMENT

**with**

pompano beach®

Florida's Warmest Welcome

***CONTINUING CONTRACT FOR ENGINEERING SERVICES***
***for***
***Civil Engineering Services for Various City Projects***

# CONTRACT FOR
# CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____day of _____, 20___, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and **Craven Thompson & Associates, Inc.** ( ) an individual, ( ) a partnership, (X) a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

**WHEREAS**, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

**WHEREAS**, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

**NOW, THEREFORE**, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

## ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. E-31-15 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be **Patrick J. Gibney, P.E.**

The CITY's representative shall be City Engineer or designee,

## ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations or Task Orders as negotiated.

The Term of this Agreement shall be for an initial period of one (1) year from the date of execution by both the City and the Consultant. The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

## ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

B. Price Formula. City agrees to pay Consultant as negotiated on a Task Order or Work Authorization basis. Each task order or work authorization shall specifically identify the scope of the work to be performed and the fees for said services.

C. Fee Determination. Each individual Task Order or Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Task Order or Work Authorization shall not exceed specified amounts for all services and materials including "out of pocket" expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City's Representative in writing when 90% of the "not to exceed amount" for the total Task Order or Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City's obligation to pay Consultant, but does not include a limitation upon Consultant's duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida State Statutes governing this process. In addition to detailed invoices, upon request of the City's representative, Consultant will provide City with detailed periodic Status Reports on the project.

E. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization or Task Order. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of- pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

## ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

## ARTICLE 5 – TERMINATION

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative or the City Manager to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars ($10.00) paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.

D. Continue and complete all parts of the work that have not been terminated.

## ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

## ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

## ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual

obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Contract

## ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

## ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

## ARTICLE 11 – INDEMNIFICATION

1. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of Consultant, or its agents, servants, or employees, in the performance of services in the performance of the contract.

2. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the City from (a) any breach by the Consultant of this Contract; (b) any misconduct by the Consultant; (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein; (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property to the extent caused by any negligence, recklessness, or intentionally wrongful performance of this Contract by the Consultant and the Consultant's agents, employees, invitees. Such obligation to indemnify and hold harmless shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

3. Twenty-five Dollars ($25.00) of the amount paid to Consultant is given as separate, distinct and independent consideration for the Consultant's grant of this indemnity, the sufficiency and receipt of this consideration is acknowledged by the Consultant.

## ARTICLE 12 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors,

executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

## ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

## ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

## ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

## ARTICLE 16 – DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

## ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

## ARTICLE 18 – CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

## ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

## ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status and sexual orientation.

## ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

## ARTICLE 22 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

## ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and off equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict

or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

## ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization or Task Order Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of $25,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

## ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

**FOR CITY:**

City Manager
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

**FOR CONSULTANT:**

Craven Thompson & Associates, Inc.
3563 NW 53rd Street
Fort Lauderdale, Florida 33309

## ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

**"CITY"**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
Lamar Fisher, Mayor

_____

By:_____
Dennis W. Beach, City Manager

Attest:

_____
Asceleta Hammond, City Clerk

(SEAL)

Approved As To Form:

_____
Mark E. Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

## "CONSULTANT"

*Craven Thompson & Associates, Inc.*

Witnesses:

Signature

Tamy Taylor

Name Typed, Printed or Stamped

Signature

Tamela J. Gurrbach

Name Type, Printed or Stamped

By: _____
Signature

Patrick J. Gibney, P.E.
Name Typed, Printed or Stamped

Title: Vice President, Engineering

Address: 3563 NW 53rd Street

Fort Lauderdale, Florida 33309

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27th day of August, 2015, by Patrick J. Gibney, as Vice President, Engineering of Craven Thompson & Associates, Inc. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

CATHERINE A. DONN
MY COMMISSION # FF 117441
EXPIRES: August 29, 2018
Bonded Thru Budget Notary Services

NOTARY PUBLIC, STATE OF FLORIDA

Catherine A. Donn
(Name of Acknowledger Typed, Printed or Stamped)

FF 117441
Commission Number

Exhibit A

pompano beach®

Florida's Warmest Welcome

# CITY OF POMPANO BEACH
# REQUEST FOR LETTERS OF INTEREST
# E-31-15

## CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

**RLI OPENING: April 20, 2015 2:00 P.M.**
**PURCHASING OFFICE**
**1190 N.E. 3RD AVENUE, BUILDING C (Front)**
**POMPANO BEACH, FLORIDA 33060**

March 19, 2015

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR LETTERS OF INTEREST (RLI)
E-31-15

CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites engineering firms to submit Letters of Interest, qualifications and experience for consideration to provide Civil Engineering services to the City on a continuing as-needed basis.

The City will receive sealed proposals until 2:00 p.m. (local), April 20, 2015, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

The City intends to issue multiple contracts to engineering firms to provide continuing professional services to the City for various projects. Professional services under this contract will be restricted to those required for any project for which construction costs will not exceed $2 million, and for any study activity for which fees will not exceed $200,000. The contracts will be for an initial term of one year, with an option for up to four one-year extensions as agreed to by the Consultant(s) and the City.

1. **The types of projects to be undertaken may include, but are not limited to**

- Roadway, Streetscape or Parking Lot Construction/Re-Construction projects.
- Water or Reuse Main Construction projects.
- Gravity Sewer Main Construction projects.
- Force Main Construction projects.
- Lift Station Rehabilitation projects.
- Parks and Recreational Facilities.
- Seawall Construction/Repair.
- Storm Water/Drainage Improvement projects
- Consultation for Emergency Water/Wastewater/Stormwater Repairs.
- Inspection Services for Emergency Water/Wastewater/Stormwater Repairs.

- The City's approved Capital Improvement Program may be found here http://pompanobeachfl.gov/pages/department_directory/budget/budget.html.php

2. **The scope of services may include, but is not limited to, the following;**

- Prepare preliminary design reports and/or design alternative recommendations. This may include various types of utility modeling, surveying and field data analysis.

- Prepare all required bidding/construction documents for projects. This may include the preparation of surveys, design plans and construction documents, technical specifications, and cost estimates. Attendance at required pre-design, design, bidding and bid award meeting may also be required.

- Attend pre-bid conference, prepare possible bid addenda for contract document revisions. Assist in making bid award recommendations for contracting/construction services.

- Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. Federal, State, County and City).

- Provide construction engineering/management/administration services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements, certification of projects for various permitting entities, possible field revisions, and review and approval of contractor pay applications.

- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.

Firms must have previous municipal experience and must be licensed to practice Professional Engineering in the State of Florida, Florida State Statute 481, by the Board of Professional Regulation.

**3 Term of Contract**

The contract will be for an initial term of one year, with an option for up to four one-year extensions as agreed to by the Consultant and the City.

**4. Small Business Enterprise Program**

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than $5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the $5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

**The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.**

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

## 5. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

**The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.**

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business

that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

## 6. Required Proposal Submittal

### Submission/Format Requirements

Submit one (1) original unbound proposal and five (_5_) bound photocopies of the proposal. Use 8 ½" x 11" plain white paper; proposal to be typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Duplicate copies must contain all information included in the original submittal. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

**Information to be included in the proposal**:
In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

**Title page:**
Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

**Table of Contents:**
Include a clear identification of the material by section and by page.

**Letter of Interest:**
A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

**Project Team Form:**
Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

**Organizational Chart:**

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

**Statement of Skills and Experience of Project Team:**
Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

**Resumes of Key Personnel:**
Include resumes for key personnel for prime and subconsultants.

**References:**
References for past five (5) projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

**Office Locations:**
Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

**Minority Business Enterprises:**
It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

**Small Business Enterprises:**
Completed SBE program forms, Exhibits A-D, if applicable for your team. Include copies of all SBE certifications for firms listed on these forms.

**Local Businesses:**
Completed Local Business program forms, Exhibits E-H, if applicable.

**Litigation:**
Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

**Acknowledgement of all Addenda issued.**

**City Forms**:
Responses should include all pages of this solicitation, initialed where indicated, in addition to completed SBE and Local Business forms.

7. **Insurance**

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

b. Liability Insurance

1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

| | Type of Insurance | | LIMITS OF LIABILITY each occurrence | aggregate |
|---|---|---|---|---|
| **GENERAL LIABILITY:** ***MINIMUM $1,000,000 per OCCURRENCE/$1,000,000 AGGREGATE*** | | | | |
| | * Policy to be written on a claims incurred basis | | | |
| XX | comprehensive form | | | |
| XX | premises - operations | bodily injury | | |
| __ | explosion & collapse hazard | property damage | | |
| __ | underground hazard | _____ | | |
| __ | products/completed operations hazard | bodily injury and | | |
| XX | contractual insurance | property damage | | |
| XX | broad form property damage | combined | | |
| | | _____ | | |
| XX | independent contractors | | | |
| XX | personal injury | personal injury | | |
| **AUTOMOBILE LIABILITY:** ***MINIMUM $1,000,000 per OCCURRENCE/$1,000,000 AGGREGATE*** | | | | |
| | | bodily injury (each person) | | |
| XX | comprehensive form | bodily injury (each accident) | _____ | _____ |
| XX | owned | property damage | _____ | _____ |
| XX | hired | bodily injury and | | |
| XX | non-owned | property damage combined | | |
| **REAL & PERSONAL PROPERTY** | | | | |
| XX | comprehensive form | Consultant must show proof they have this coverage. | | |
| **EXCESS LIABILITY** | | | | |
| XX | umbrella form | bodily injury and | | |
| XX | other than umbrella | property damage combined | $2,000,000. | $2,000,000. |
| XX | **PROFESSIONAL LIABILITY** | $2,000,000. | $2,000,000. | |
| | * Policy to be written on a claims made basis | | | |

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

## 8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

| | Criteria | Point Range |
|---|---|---|
| 1. | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points |
| 2. | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points |
| 3. | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points |
| 4. | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points |

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RLI, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

## 9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

## 10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

## 11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

**12. No Discrimination**

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

**13. Independent Contractor**

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

**14. Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

**15. Contract Terms**

The contract resulting from this RLI shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RLI document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**16. Waiver**

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly

executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

**17. Survivorship Rights**

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

**18. Termination**

The contract resulting from this RLI may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

**19. Manner of Performance**

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

**20. Acceptance Period**

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

**21. RLI Conditions and Provisions**

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RLI as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RLI. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RLI, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

**22. Standard Provisions**

a. Governing Law

Any agreement resulting from this RLI shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a

contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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 Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RLI. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

k. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

   a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

   b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

   c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

   d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

## 23. Questions and Communication

All questions regarding the RLI are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RLI name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

## 24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

## PROJECT TEAM

RLI NUMBER _____

Federal I.D.#_____

### PRIME

| Role | Name of Individual Assigned to Project | Number of Years Experience | Education, Degrees |
|---|---|---|---|
| Principal-In-Charge | | | |
| Project Manager | | | |
| Asst. Project Manager | | | |
| Other Key Member | | | |
| Other Key Member | | | |

### SUB-CONSULTANT

| Role | Company Name and Address of Office Handling This Project | Name of Individual Assigned to the Project |
|---|---|---|
| Surveying | | |
| | | |
| Landscaping | | |
| | | |
| Engineering | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |

(use attachments if necessary)

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RLI Number & Title: _____ Contractor's Name: _____

| Name of Firm | Contact Person, Telephone Number | Type of Work to be Performed | Contract Amount/Percentage |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

***(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)***

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly ___ YES ___ NO

EXHIBIT "B"
SMALL BUSINESS ENTERPRISE
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Contractor)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

_____

_____

_____

_____ _____
(Date) (Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____day of

_____, _____, I invited the following SBE CONTRACTOR(s) to bid

work items to be performed in the City of Pompano Beach:

| SBE Contractor Address | Work Items Sought | Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Said SBE CONTRACTOR(s):

___ Did not bid in response to the invitation

___ Submitted a bid that was not the low responsible bid

___ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI #_____

1. What portions of the contract have you identified as SBE opportunities?

_____

_____

_____

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

_____

_____

_____

3. Did you send written notices to SBEs?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

_____

_____

7. List the SBEs you will utilize and subcontract amount/percentage.

_____

_____

_____

8. Other comments: _____

_____

_____

_____

_____

Note: Please attach the unavailability letters with this report.

EXHIBIT E
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

RLI Number & Title: _____ Prime Contractor's Name: _____

| Name of Firm, Address | Contact Person, Telephone Number | Type of Work to be Performed | Contract Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

EXHIBIT F
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number_____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

_____

_____

_____

_____

_____

_____

_____

_____

_____

at the following price: _____

_____ _____
(Date) (Name of Local Business Contractor)

BY: _____

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI #_____

I,_____
(Name and Title)

of_____, certify that on the _____day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

| Business Name, Address | Work Items Sought | Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Said Local Businesses:

___ Did not bid in response to the invitation

___ Submitted a bid which was not the low responsible bid

___ Other:_____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI #_____

1. What portions of the contract have you identified as Local Business opportunities?

_____

_____

_____

_____

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

_____

_____

_____

3. Did you send written notices to Local Businesses?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

_____

_____

7. List the Local Businesses you will utilize and subcontract amount.

_____ $_____

_____ $_____

_____ $_____

8. Other comments: _____

_____

_____

_____

_____

EXHIBIT I

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI #_____

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.) You must include copies of the MBE certificates for each firm listed.

| Name of Firm | Certificate Included? |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

## STATEMENT OF NO RESPONSE
### E-31-15 CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

If you do not intend to submit on this requirement, please complete and return this form by the submittal deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

We, the undersigned, have declined to submit on this solicitation for the following reason(s):

_____ We do not offer this product or an equivalent

_____ Our workload would not permit us to perform

_____ Insufficient time to respond to the Request for Letters of Interest

_____ Unable to meet specifications (explain below)

_____ Other (specify below)

Remarks _____

_____

_____

_____

_____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

**Exhibit B**
**CRAVEN THOMPSON & ASSOCIATES, INC.**
**HOURLY FEE SCHEDULE**

CRAVEN THOMPSON & ASSOCIATES INC.

Engineers
Planners
Surveyors
Landscape Architects

**Civil Engineering Services**

| | |
|---|---|
| Principal Engineer | $195/Hour |
| Senior Supervising Engineer | $175/Hour |
| Senior Engineer | $130/Hour |
| Project Engineer | $110/Hour |
| Engineering Senior CADD Technician | $90/Hour |

**Land Surveying & Mapping Services**

| | |
|---|---|
| Principal Surveyor | $155/Hour |
| Professional Land Surveyor | $120/Hour |
| Project Surveyor | $110/Hour |
| Survey CADD / GIS Tech | $80/Hour |
| Survey Field Crew (2-Man Crew) | $125/Hour |
| Survey Field Crew (3-Man Crew) | $155/Hour |
| Survey Crew with Laser Scan (3-Man Crew) | $250/Hour |

**Landscape Architecture and Planning Services**

| | |
|---|---|
| Principal Landscape Architect / Principal Planner | $155/Hour |
| Senior Landscape Architect | $130/Hour |
| Landscape Architect | $120/Hour |
| Project Landscape Designer | $110/Hour |
| Project Planner | $110/Hour |

**Construction Administration Services**

| | |
|---|---|
| Director of Construction Management | $140/Hour |
| Senior Field Representative | $90/Hour |
| Field Representative | $80/Hour |

**Miscellaneous**

| | |
|---|---|
| Clerical | $70/Hour |

3563 N.W. 53rd Street
Fort Lauderdale, FL 33309-6311
(954)739-6400
Fax (954) 739-6409

Exhibit C

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/20/2015

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 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
Corporate Insurance Advisors
1401 E Broward Blvd
Suite 103
Ft. Lauderdale FL 33301

CONTACT NAME: Angela Norvi-Saketkoo
PHONE (A/C, No, Ext): (954)315-5000 FAX (A/C, No): (954)315-5050
E-MAIL ADDRESS: ANervi@ciafl.net

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Hartford Insurance Co | 29424 |
| INSURER B: Hanover Insurance Company | 22292 |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Craven Thompson & Associates, Inc.
3563 NW 53rd Street
Fort Lauderdale FL 33309

COVERAGES CERTIFICATE NUMBER: 15-16 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER | X | | 21UUNZP1507 | 12/1/2014 | 12/1/2015 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Employee Benefits | $<br>$<br>$<br>$<br>$<br>$<br>$ | 1,000,000<br>300,000<br>10,000<br>1,000,000<br>2,000,000<br>2,000,000<br>1,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | X | | 21UUNZP1507 | 12/1/2014 | 12/1/2015 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Uninsured motorist property | $<br>$<br>$<br>$<br>$ | 1,000,000 |
| A | UMBRELLA LIAB OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | 21XHU2P1253 | 12/1/2014 | 12/1/2015 | EACH OCCURRENCE<br>AGGREGATE | $<br>$<br>$ | 5,000,000<br>5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | 21WEAL9636 | 1/1/2015 | 1/1/2016 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ | 1,000,000<br>1,000,000<br>1,000,000 |
| B | Professional Liability<br>Deductible: $50,000 | | | LHJA59118000 | 3/30/2015 | 3/30/2016 | Each Claim<br>Aggregate | | $2,000,000<br>$4,000,000 |

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

Re: Continuing Contract for Civil Engineering Services for Various City Projects

APPROVED RISK MANAGEMENT ON: 09-01-15 BY: SMS

APPROVED RISK MANAGEMENT ON: BY:

CERTIFICATE HOLDER

Missy.Stanley@copbfl.com

City of Pompano Beach
1201 NE 5th Ave
Pompano Beach, FL 33060

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mark Schwartz/ANGELA

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Meeting Date: October 27, 2015 Agenda Item 37

REQUESTED COMMISSION ACTION:

___ Consent X Ordinance ___ Resolution ___ Consideration ___ Workshop ___ Initiative

SHORT TITLE OR MOTION: An Ordinance of the City Commission of The City of Pompano Beach, FL, approving and authorizing the proper City Officials to execute a contract for Consulting/professional services between the City of Pompano Beach and Mathews Consulting, Inc. for Civil Engineering Services for various City Projects providing for severability; providing an effective date.

Summary of Purpose and Why:

In a previous Commission action, the approval of the top ranking Consultant firm from RLI E-31-15 titled "Contract for Civil Engineering Services for Various City Projects" Mathews Consulting, Inc. was the top ranked firm. The term of this contract shall be for an initial period of one year and shall be automatically renewed for four (4) additional one year periods.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Engineering
(2) Primary staff contact: John Sfiropoulos/ H. Danovich Ext 7009/ 7834
(3) Expiration of contract, if applicable: October 13, 2020
(4) Fiscal impact and source of funding: N/A

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Engineering | 10/1/15 | APPROVE | |
| Budget | 10-2-15 | Approve | |
| Finance | 10/2/15 | Approve | S. Sibble |
| City Attorney | 10/2/15 | | |

___ Advisory Board
___ Development Services Director
X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | | Resolution | | Consideration | Workshop |
|---|---|---|---|---|---|
| 1st Reading Approved | 10/13/15 | 1st Reading | | Results: | Results: |
| 2nd Reading | 10/27/15 | | | | |

**ORDINANCE NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND MATHEWS CONSULTING, INC. FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

**WHEREAS**, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement between the City of Pompano Beach and Mathews Consulting, Inc. for civil engineering services for various city projects, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this _____ day of _____, 2015.

**PASSED SECOND READING** this _____ day of _____, 2015.

_____

**LAMAR FISHER, MAYOR**

**ATTEST:**

_____

**ASCELETA HAMMOND, CITY CLERK**

/jrm
9/18/15
L:ord/2015-508

City Attorney's Communication #2015-1646
September 18, 2015

**TO:** Missy Stanley, Engineering Secretary

**FROM:** Jill R. Mesojedec, FRP, Paralegal

**VIA:** Mark E. Berman, City Attorney

**RE:** Ordinances – Contracts for Consulting/Professional Services
Civil Engineering Services for Various City Projects

Pursuant to your memorandum dated September 9, 2015, Engineering Department Memorandum No. 15-179, I have prepared and attached Ordinances for the following entities:

1. Kimley-Horn and Associates, Inc.;
2. R.J. Behar & Company, Inc.;
3. Munson Design & Consulting, Inc.;
4. Craven, Thompson & Associates, Inc.;
5. Keith and Associates, Inc.;
6. Craig A. Smith & Associates, Inc.; and
7. Mathews Consulting, Inc.

Please feel free to contact me should you have any questions.

JILL R. MESOJEDEC

/jrm
l:cor/engr/2015-1646

Attachments

*CITY OF POMPANO BEACH,*
*FLORIDA*

**CONSULTANT AGREEMENT**

**with**

pompano beach®

Florida's Warmest Welcome

***CONTINUING CONTRACT FOR ENGINEERING SERVICES***
***for***
***Civil Engineering Services for Various City Projects***

# CONTRACT FOR
# CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____day of _____, 20___, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and Mathews Consulting, Inc. ( ) an individual, ( ) a partnership, (X) a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

**WHEREAS**, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

**WHEREAS**, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

**NOW, THEREFORE**, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

## ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. E-31-15 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be David L. Mathews, P.E., Exec. Vice President

The CITY's representative shall be City Engineer or designee,

## ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations or Task Orders as negotiated.

The Term of this Agreement shall be for an initial period of one (1) year from the date of execution by both the City and the Consultant. The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

## ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

B. Price Formula. City agrees to pay Consultant as negotiated on a Task Order or Work Authorization basis. Each task order or work authorization shall specifically identify the scope of the work to be performed and the fees for said services.

C. Fee Determination. Each individual Task Order or Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Task Order or Work Authorization shall not exceed specified amounts for all services and materials including "out of pocket" expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City's Representative in writing when 90% of the "not to exceed amount" for the total Task Order or Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City's obligation to pay Consultant, but does not include a limitation upon Consultant's duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida State Statutes governing this process. In addition to detailed invoices, upon request of the City's representative, Consultant will provide City with detailed periodic Status Reports on the project.

E. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization or Task Order. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described

in a Work Authorization and this Contract. All out-of- pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

## ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

## ARTICLE 5 – TERMINATION

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative or the City Manager to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars ($10.00) paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.

D. Continue and complete all parts of the work that have not been terminated.

## ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

## ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

## ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall

not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Contract

## ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

## ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

## ARTICLE 11 – INDEMNIFICATION

1. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of Consultant, or its agents, servants, or employees, in the performance of services in the performance of the contract.

2. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the City from (a) any breach by the Consultant of this Contract; (b) any misconduct by the Consultant; (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein; (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property to the extent caused by any negligence, recklessness, or intentionally wrongful performance of this Contract by the Consultant and the Consultant's agents, employees, invitees. Such obligation to indemnify and hold harmless shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

3. Twenty-five Dollars ($25.00) of the amount paid to Consultant is given as separate, distinct and independent consideration for the Consultant's grant of this indemnity, the sufficiency and receipt of this consideration is acknowledged by the Consultant.

## ARTICLE 12 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors,

executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

## ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

## ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

## ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

## ARTICLE 16 – DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

## ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

## ARTICLE 18 – CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

## ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

## ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status and sexual orientation.

## ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

## ARTICLE 22 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

## ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and off equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict

or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

## ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization or Task Order Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of $25,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

## ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

**FOR CITY:**

City Manager
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

**FOR CONSULTANT:**

David L. Mathews, P.E., Exec. Vice President
Mathews Consulting, Inc.
477 S. Rosemary Avenue, Suite 330
West Palm Beach, Florida 33401

## ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

"CITY"

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
Lamar Fisher, Mayor

_____

By:_____
Dennis W. Beach, City Manager

Attest:

_____
Asceleta Hammond, City Clerk

(SEAL)

Approved As To Form:

_____
Mark E. Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

"CONSULTANT"

*Mathews Consulting, Inc.*

Witnesses:

Signature

Name Typed, Printed or Stamped

Signature

Name Type, Printed or Stamped

By: _____
Signature

David L. Mathews, P.E.
Name Typed, Printed or Stamped

Title: Exec. Vice President

Address: 477 S. Rosemary Avenue, Suite 330
West Palm Beach, Florida 33401

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31st day of August, 2015 by David L. Mathews, as Exec. V.P. of Mathews Consulting. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

RENE L. MATHEWS
MY COMMISSION # FF 113326
EXPIRES: July 26, 2018
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, STATE OF FLORIDA

Rene L. Mathews
(Name of Acknowledger Typed, Printed or Stamped)

FF 113326
Commission Number

Exhibit A

pompano beach®

Florida's Warmest Welcome

# CITY OF POMPANO BEACH
# REQUEST FOR LETTERS OF INTEREST
# E-31-15

## CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

**RLI OPENING: April 20, 2015 2:00 P.M.**
**PURCHASING OFFICE**
**1190 N.E. 3RD AVENUE, BUILDING C (Front)**
**POMPANO BEACH, FLORIDA 33060**

March 19, 2015

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR LETTERS OF INTEREST (RLI)
E-31-15

CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites engineering firms to submit Letters of Interest, qualifications and experience for consideration to provide Civil Engineering services to the City on a continuing as-needed basis.

The City will receive sealed proposals until 2:00 p.m. (local), April 20, 2015, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

The City intends to issue multiple contracts to engineering firms to provide continuing professional services to the City for various projects. Professional services under this contract will be restricted to those required for any project for which construction costs will not exceed $2 million, and for any study activity for which fees will not exceed $200,000. The contracts will be for an initial term of one year, with an option for up to four one-year extensions as agreed to by the Consultant(s) and the City.

1. **The types of projects to be undertaken may include, but are not limited to**

- Roadway, Streetscape or Parking Lot Construction/Re-Construction projects.
- Water or Reuse Main Construction projects.
- Gravity Sewer Main Construction projects.
- Force Main Construction projects.
- Lift Station Rehabilitation projects.
- Parks and Recreational Facilities.
- Seawall Construction/Repair.
- Storm Water/Drainage Improvement projects
- Consultation for Emergency Water/Wastewater/Stormwater Repairs.
- Inspection Services for Emergency Water/Wastewater/Stormwater Repairs.

- The City's approved Capital Improvement Program may be found here http://pompanobeachfl.gov/pages/department_directory/budget/budget.html.php

2. **The scope of services may include, but is not limited to, the following:**

- Prepare preliminary design reports and/or design alternative recommendations. This may include various types of utility modeling, surveying and field data analysis.

- Prepare all required bidding/construction documents for projects. This may include the preparation of surveys, design plans and construction documents, technical specifications, and cost estimates. Attendance at required pre-design, design, bidding and bid award meeting may also be required.

- Attend pre-bid conference, prepare possible bid addenda for contract document revisions. Assist in making bid award recommendations for contracting/construction services.

- Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. Federal, State, County and City).

- Provide construction engineering/management/administration services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements, certification of projects for various permitting entities, possible field revisions, and review and approval of contractor pay applications.

- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.

Firms must have previous municipal experience and must be licensed to practice Professional Engineering in the State of Florida, Florida State Statute 481, by the Board of Professional Regulation.

3 **Term of Contract**

The contract will be for an initial term of one year, with an option for up to four one-year extensions as agreed to by the Consultant and the City.

4. **Small Business Enterprise Program**

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than $5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the $5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

**The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.**

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

## 5. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

**The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.**

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business

that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

## 6. Required Proposal Submittal

### Submission/Format Requirements

Submit one (1) original unbound proposal and five (_5_) bound photocopies of the proposal. Use 8 ½" x 11" plain white paper; proposal to be typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Duplicate copies must contain all information included in the original submittal. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

**Information to be included in the proposal**:
In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

**Title page:**
Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

**Table of Contents:**
Include a clear identification of the material by section and by page.

**Letter of Interest:**
A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

**Project Team Form:**
Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

**Organizational Chart:**

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

**Statement of Skills and Experience of Project Team:**
Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

**Resumes of Key Personnel:**
Include resumes for key personnel for prime and subconsultants.

**References:**
References for past five (5) projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

**Office Locations:**
Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

**Minority Business Enterprises:**
It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

**Small Business Enterprises:**
Completed SBE program forms, Exhibits A-D, if applicable for your team. Include copies of all SBE certifications for firms listed on these forms.

**Local Businesses:**
Completed Local Business program forms, Exhibits E-H, if applicable.

**Litigation:**
Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

**Acknowledgement of all Addenda issued.**

**City Forms**:
Responses should include all pages of this solicitation, initialed where indicated, in addition to completed SBE and Local Business forms.

7. **Insurance**

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

b. Liability Insurance

1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

| | Type of Insurance | | LIMITS OF LIABILITY each occurrence | aggregate |
|---|---|---|---|---|
| **GENERAL LIABILITY:** ***MINIMUM $1,000,000 per OCCURRENCE/$1,000,000 AGGREGATE*** | | | | |
| | * Policy to be written on a claims incurred basis | | | |
| XX | comprehensive form | | | |
| XX | premises - operations | bodily injury | | |
| __ | explosion & collapse hazard | property damage | | |
| __ | underground hazard | _____ | | |
| __ | products/completed operations hazard | bodily injury and | | |
| XX | contractual insurance | property damage | | |
| XX | broad form property damage | combined | | |
| XX | independent contractors | | | |
| XX | personal injury | personal injury | | |
| **AUTOMOBILE LIABILITY:** ***MINIMUM $1,000,000 per OCCURRENCE/$1,000,000 AGGREGATE*** | | | | |
| | | bodily injury (each person) | | |
| XX | comprehensive form | bodily injury (each accident) | _____ | _____ |
| XX | owned | property damage | _____ | _____ |
| XX | hired | bodily injury and | | |
| XX | non-owned | property damage combined | | |
| **REAL & PERSONAL PROPERTY** | | | | |
| XX | comprehensive form | Consultant must show proof they have this coverage. | | |
| **EXCESS LIABILITY** | | | | |
| XX | umbrella form | bodily injury and | | |
| XX | other than umbrella | property damage combined | $2,000,000. | $2,000,000. |
| XX | **PROFESSIONAL LIABILITY** | $2,000,000. | $2,000,000. | |
| | * Policy to be written on a claims made basis | | | |

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

## 8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

| | Criteria | Point Range |
|---|---|---|
| 1. | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points |
| 2. | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points |
| 3. | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points |
| 4. | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points |

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RLI, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

## 9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

## 10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

## 11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

**12. No Discrimination**

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

**13. Independent Contractor**

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

**14. Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

**15. Contract Terms**

The contract resulting from this RLI shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RLI document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**16. Waiver**

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly

executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. **Survivorship Rights**

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. **Termination**

The contract resulting from this RLI may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. **Manner of Performance**

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

20. **Acceptance Period**

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. **RLI Conditions and Provisions**

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RLI as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RLI. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RLI, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

**22. Standard Provisions**

a. Governing Law

Any agreement resulting from this RLI shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a

contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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 Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RLI. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

k. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

   a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

   b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

   c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

   d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

**23. Questions and Communication**

All questions regarding the RLI are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RLI name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

**24. Addenda**

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

## PROJECT TEAM

RLI NUMBER _____

Federal I.D.#_____

### PRIME

| Role | Name of Individual Assigned to Project | Number of Years Experience | Education, Degrees |
|---|---|---|---|
| Principal-In-Charge | | | |
| Project Manager | | | |
| Asst. Project Manager | | | |
| Other Key Member | | | |
| Other Key Member | | | |

### SUB-CONSULTANT

| Role | Company Name and Address of Office Handling This Project | Name of Individual Assigned to the Project |
|---|---|---|
| Surveying | | |
| | | |
| Landscaping | | |
| | | |
| Engineering | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |

(use attachments if necessary)

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RLI Number & Title: _____ Contractor's Name: _____

| Name of Firm | Contact Person, Telephone Number | Type of Work to be Performed | Contract Amount/Percentage |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

***(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)***

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly ___ YES ___ NO

EXHIBIT "B"
SMALL BUSINESS ENTERPRISE
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Contractor)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

_____

_____

_____

_____ _____
(Date) (Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____day of

_____, _____, I invited the following SBE CONTRACTOR(s) to bid

work items to be performed in the City of Pompano Beach:

| SBE Contractor Address | Work Items Sought | Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Said SBE CONTRACTOR(s):

___ Did not bid in response to the invitation

___ Submitted a bid that was not the low responsible bid

___ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI #_____

1. What portions of the contract have you identified as SBE opportunities?

_____

_____

_____

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

_____

_____

_____

3. Did you send written notices to SBEs?

_____ Yes _____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

_____ Yes _____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

_____

_____

7. List the SBEs you will utilize and subcontract amount/percentage.

_____

_____

_____

8. Other comments: _____

_____

_____

_____

_____

Note: Please attach the unavailability letters with this report.

EXHIBIT E
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

RLI Number & Title: _____ Prime Contractor's Name: _____

| Name of Firm, Address | Contact Person, Telephone Number | Type of Work to be Performed | Contract Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |

EXHIBIT F
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number_____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

_____

_____

_____

_____

_____

_____

_____

_____

_____

at the following price: _____

_____ _____
(Date) (Name of Local Business Contractor)

BY: _____

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI #_____

I,_____
(Name and Title)

of_____, certify that on the _____day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

| Business Name, Address | Work Items Sought | Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Said Local Businesses:

___ Did not bid in response to the invitation

___ Submitted a bid which was not the low responsible bid

___ Other:_____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI #_____

1. What portions of the contract have you identified as Local Business opportunities?

_____

_____

_____

_____

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

_____

_____

_____

3. Did you send written notices to Local Businesses?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

_____

_____

7. List the Local Businesses you will utilize and subcontract amount.

_____ $_____

_____ $_____

_____ $_____

8. Other comments: _____

_____

_____

_____

_____

EXHIBIT I

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI #_____

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.) You must include copies of the MBE certificates for each firm listed.

| Name of Firm | Certificate Included? |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

## STATEMENT OF NO RESPONSE
## E-31-15 CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

If you do not intend to submit on this requirement, please complete and return this form by the submittal deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

We, the undersigned, have declined to submit on this solicitation for the following reason(s):

_____ We do not offer this product or an equivalent

_____ Our workload would not permit us to perform

_____ Insufficient time to respond to the Request for Letters of Interest

_____ Unable to meet specifications (explain below)

_____ Other (specify below)

Remarks _____

_____

_____

_____

_____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

Exhibit B

MATHEWS CONSULTING

CIVIL ENGINEERS

# *City of Pompano Beach*
# *Billable Rate Schedule*

| ***Classification*** | ***Hourly Rate*** |
|---|---|
| Principal Engineer | $160/hr - $185/hr |
| Senior Engineer – Level II | $135/hr - $165/hr |
| Senior Engineer – Level I | $120/hr - $135/hr |
| Engineer – Level II | $115/hr - $130/hr |
| Engineer – Level I | $110/hr - $125/hr |
| Senior Construction Inspector (RPR) | $100/hr - $121/hr |
| Construction Inspector | $85/hr - $103/hr |
| Senior Engineering Technician | $99/hr - $120/hr |
| CADD Designer | $90/hr - $110/hr |
| Clerical | $60/hr - $73/hr |

- Reimbursable Expenses – billed at direct costs
- Subconsultant Costs – billed with 10% markup
- Rates effective August 2015 through August 2020.

Prepared by: _____
Rene L. Mathews, President

Mathews Consulting, Inc., 477 S. Rosemary Avenue, Suite 330, West Palm Beach, Florida 33401
Phone: 561-655-6175 • Fax: 561-655-6179
www.mathewsconsultinginc.com

Exhibit

ACORD

MATHCON-01 CBARTON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/27/2015

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 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
Collinsworth, Alter, Fowler & French, LLC
8000 Governors Square Blvd
Suite 301
Miami Lakes, FL 33016

CONTACT NAME: Zoralda Gonzalez
PHONE (A/C, No, Ext): (305) 822-7800 FAX (A/C, No): (305) 362-2443
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: Wesco Insurance Company — 25011
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
Mathews Consulting, Inc.
477 South Rosemary Ave.
Suite 330
West Palm Beach, FL 33401

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | EACH OCCURRENCE | $ |
| | CLAIMS-MADE OCCUR | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | MED EXP (Any one person) | $ |
| | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | GENERAL AGGREGATE | $ |
| | POLICY PRO-JECT LOC | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB / CLAIMS-MADE | | | | | AGGREGATE | $ |
| | DED / RETENTION $ | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | PER STATUTE / OTHER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N | N/A | | | | E.L. EACH ACCIDENT | $ |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Professional Liab. | | ARA111993801 | 05/01/2015 | 05/01/2016 | Each Claim | 3,000,000 |
| A | Claims-Made Basis | | ARA111993801 | 05/01/2015 | 05/01/2016 | Annual Aggregate | 3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability Retroactive Date 01/01/1998; Professional Liability Deductible $25,000 Each Claim

RE: Continuing Contract for Engineering Services

PAGE #2

APPROVED
RISK MANAGEMENT
ON: 09/01/15
BY: JM

SEE PAGE 3

CERTIFICATE HOLDER

City of Pompano Beach
PO Drawer 1300
Pompano Beach, FL 33061

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/31/2015

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 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
Marsh Sponsored Programs
a division of Marsh USA Inc.
701 Market Street, Ste. 1100
St. Louis MO 63101

CONTACT NAME:
PHONE (A/C, No, Ext): 800-338-1391 FAX (A/C, No): 888-621-3173
E-MAIL ADDRESS: acecclientrequest@marsh.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Hartford Insurance Company | 22357 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Nathews Consulting, Inc.

477 S. Rosemary Ave #330
West Palm Beach, FL 33401

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC | | | 84SBGLB7335<br>PROFESSIONAL LIAB EXCL | 11/01/2014 | 11/01/2015 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$1,000,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>$2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>HIRED AUTOS<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS | | | 84UEGLL7958 | 11/01/2014 | 11/01/2015 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000<br>$<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | 84SBGLB7335 | 11/01/2014 | 11/01/2015 | EACH OCCURRENCE<br>AGGREGATE | $1,000,000<br>$1,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 84WBGGJ0270 | 11/01/2014 | 11/01/2015 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$500,000<br>$500,000<br>$500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Continuing contract for Engineering

page #2

APPROVED RISK MANAGEMENT ON 09-01-15 JTM

SEE page #3

CERTIFICATE HOLDER

City of Pompano Beach
Attn: Risk Manager
PO Box 1300
Pompano Beach, FL 33061

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Jeff Connelly

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## COMMENTS/REMARKS

30 Day Notice of Cancellation. The City of Pompano Beach is named as Additional Insured for the Auto and General Liability coverages.

APPROVED
RISK MANAGEMENT
ON 04/01/15
BY JTMS

PAGE #3


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Meeting Date: October 27, 2015 Agenda Item 38

REQUESTED COMMISSION ACTION:

___ Consent X Ordinance ___ Resolution ___ Consideration ___ Workshop ___ Initiative

SHORT TITLE OR MOTION: An Ordinance of the City Commission of The City of Pompano Beach, FL, approving and authorizing the proper City Officials to execute a contract for Consulting/professional services between the City of Pompano Beach and R.J. Behar & Company, Inc. for Civil Engineering Services for various City Projects providing for severability; providing an effective date.

Summary of Purpose and Why:

In a previous Commission action, the approval of the top ranking Consultant firm from RLI E-31-15 titled "Contract for Civil Engineering Services for Various City Projects" R.J. Behar & Company, Inc. was the top ranked firm. The term of this contract shall be for an initial period of one year and shall be automatically renewed for four (4) additional one year periods.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Engineering
(2) Primary staff contact: John Sfiropoulos/ H. Danovich Ext 7009/ 7834
(3) Expiration of contract, if applicable: October 13, 2020
(4) Fiscal impact and source of funding: N/A

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Engineering | 10/1/15 | APPROVE | |
| Budget | 10-2-15 | Approve | |
| Finance | 10/2/15 | Approve | S. Lubbe |
| City Attorney | 10/2/15 | | |

___ Advisory Board
___ Development Services Director
X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | | Resolution | | Consideration | Workshop |
|---|---|---|---|---|---|
| 1st Reading | 10/13/15 | 1st Reading | | Results: | Results: |
| Approved | | | | | |
| 2nd Reading | 10/27/15 | | | | |

**ORDINANCE NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND R.J. BEHAR & COMPANY, INC. FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

**WHEREAS**, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement between the City of Pompano Beach and R.J. Behar & Company, Inc. for civil engineering services for various city projects, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this _____ day of _____, 2015.

**PASSED SECOND READING** this _____ day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

/jrm
9/18/15
L:ord/2015-502

**City Attorney's Communication #2015-1646**
September 18, 2015

**TO:** Missy Stanley, Engineering Secretary

**FROM:** Jill R. Mesojedec, FRP, Paralegal

**VIA:** Mark E. Berman, City Attorney

**RE:** Ordinances – Contracts for Consulting/Professional Services
Civil Engineering Services for Various City Projects

Pursuant to your memorandum dated September 9, 2015, Engineering Department Memorandum No. 15-179, I have prepared and attached Ordinances for the following entities:

1. Kimley-Horn and Associates, Inc.;
2. R.J. Behar & Company, Inc.;
3. Munson Design & Consulting, Inc.;
4. Craven, Thompson & Associates, Inc.;
5. Keith and Associates, Inc.;
6. Craig A. Smith & Associates, Inc.; and
7. Mathews Consulting, Inc.

Please feel free to contact me should you have any questions.

JILL R. MESOJEDEC

/jrm
l:cor/engr/2015-1646

Attachments

*CITY OF POMPANO BEACH,*
*FLORIDA*

**CONSULTANT AGREEMENT**

**with**

pompano beach®

Florida's Warmest Welcome

***CONTINUING CONTRACT FOR ENGINEERING SERVICES***
***for***
***Civil Engineering Services for Various City Projects***

# CONTRACT FOR
# CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____day of _____, 20___, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and _R.J. Behar & Company, Inc. ( ) an individual, ( ) a partnership, (X) a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

**WHEREAS**, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

**WHEREAS**, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

**NOW, THEREFORE**, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

## ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. E-31-15 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be __Robert J. Behar, P.E., President

The CITY's representative shall be City Engineer or designee,

## ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations or Task Orders as negotiated.

The Term of this Agreement shall be for an initial period of one (1) year from the date of execution by both the City and the Consultant. The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

## ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

B. Price Formula. City agrees to pay Consultant as negotiated on a Task Order or Work Authorization basis. Each task order or work authorization shall specifically identify the scope of the work to be performed and the fees for said services.

C. Fee Determination. Each individual Task Order or Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Task Order or Work Authorization shall not exceed specified amounts for all services and materials including "out of pocket" expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City's Representative in writing when 90% of the "not to exceed amount" for the total Task Order or Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City's obligation to pay Consultant, but does not include a limitation upon Consultant's duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida State Statutes governing this process. In addition to detailed invoices, upon request of the City's representative, Consultant will provide City with detailed periodic Status Reports on the project.

E. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization or Task Order. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of- pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

## ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

## ARTICLE 5 – TERMINATION

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative or the City Manager to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars ($10.00) paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.

D. Continue and complete all parts of the work that have not been terminated.

## ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

## ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

## ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual

obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Contract

## ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

## ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

## ARTICLE 11 – INDEMNIFICATION

1. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of Consultant, or its agents, servants, or employees, in the performance of services in the performance of the contract.

2. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the City from (a) any breach by the Consultant of this Contract; (b) any misconduct by the Consultant; (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein; (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property to the extent caused by any negligence, recklessness, or intentionally wrongful performance of this Contract by the Consultant and the Consultant's agents, employees, invitees. Such obligation to indemnify and hold harmless shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

3. Twenty-five Dollars ($25.00) of the amount paid to Consultant is given as separate, distinct and independent consideration for the Consultant's grant of this indemnity, the sufficiency and receipt of this consideration is acknowledged by the Consultant.

## ARTICLE 12 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors,

executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

## ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

## ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

## ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

## ARTICLE 16 – DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

## ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

## ARTICLE 18 – CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

## ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

## ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status and sexual orientation.

## ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

## ARTICLE 22 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

## ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and off equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict

or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

## ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization or Task Order Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of $25,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

## ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

**FOR CITY:**

City Manager
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

**FOR CONSULTANT:**

Robert J. Behar, P.E, President
R.J. Behar & Company, Inc.
6861 SW 196th Avenue, Suite 302
Pembroke Pines, FL 33332

## ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

**"CITY"**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
Lamar Fisher, Mayor

_____

By:_____
Dennis W. Beach, City Manager

Attest:

_____
Asceleta Hammond, City Clerk

(SEAL)

Approved As To Form:

_____
Mark E. Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

"**CONSULTANT**"

***R. J. Behar & Company, Inc.***

Witnesses:

Signature

Dereth Behar
Name Typed, Printed or Stamped

Signature

Silvia Ferro
Name Type, Printed or Stamped

By: _____
Signature

Robert J. Behar, P.E.
Name Typed, Printed or Stamped

Title: President

Address: 6861 SW 196th Avenue, Suite 302
Pembroke Pines, FL 33332

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27th day of August, 2015, by Robert J. Behar, P.E., as President of R. J. Behar & Company, Inc. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

LIZANNA KADIR
MY COMMISSION #EE880400
EXPIRES: MAY 13, 2017
Bonded through 1st State Insurance

NOTARY PUBLIC, STATE OF FLORIDA

Lizanna Kadir
(Name of Acknowledger Typed, Printed or Stamped)

EE880400
Commission Number

Exhibit A

pompano beach®

Florida's Warmest Welcome

# CITY OF POMPANO BEACH
# REQUEST FOR LETTERS OF INTEREST
# E-31-15

## CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

**RLI OPENING: April 20, 2015 2:00 P.M.**
**PURCHASING OFFICE**
**1190 N.E. 3RD AVENUE, BUILDING C (Front)**
**POMPANO BEACH, FLORIDA 33060**

March 19, 2015

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR LETTERS OF INTEREST (RLI)
E-31-15

CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites engineering firms to submit Letters of Interest, qualifications and experience for consideration to provide Civil Engineering services to the City on a continuing as-needed basis.

The City will receive sealed proposals until 2:00 p.m. (local), April 20, 2015, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

The City intends to issue multiple contracts to engineering firms to provide continuing professional services to the City for various projects. Professional services under this contract will be restricted to those required for any project for which construction costs will not exceed $2 million, and for any study activity for which fees will not exceed $200,000. The contracts will be for an initial term of one year, with an option for up to four one-year extensions as agreed to by the Consultant(s) and the City.

1. **The types of projects to be undertaken may include, but are not limited to**

- Roadway, Streetscape or Parking Lot Construction/Re-Construction projects.
- Water or Reuse Main Construction projects.
- Gravity Sewer Main Construction projects.
- Force Main Construction projects.
- Lift Station Rehabilitation projects.
- Parks and Recreational Facilities.
- Seawall Construction/Repair.
- Storm Water/Drainage Improvement projects
- Consultation for Emergency Water/Wastewater/Stormwater Repairs.
- Inspection Services for Emergency Water/Wastewater/Stormwater Repairs.

- The City's approved Capital Improvement Program may be found here http://pompanobeachfl.gov/pages/department_directory/budget/budget.html.php

2. **The scope of services may include, but is not limited to, the following;**

- Prepare preliminary design reports and/or design alternative recommendations. This may include various types of utility modeling, surveying and field data analysis.

- Prepare all required bidding/construction documents for projects. This may include the preparation of surveys, design plans and construction documents, technical specifications, and cost estimates. Attendance at required pre-design, design, bidding and bid award meeting may also be required.

- Attend pre-bid conference, prepare possible bid addenda for contract document revisions. Assist in making bid award recommendations for contracting/construction services.

- Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. Federal, State, County and City).

- Provide construction engineering/management/administration services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements, certification of projects for various permitting entities, possible field revisions, and review and approval of contractor pay applications.

- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.

Firms must have previous municipal experience and must be licensed to practice Professional Engineering in the State of Florida, Florida State Statute 481, by the Board of Professional Regulation.

**3 Term of Contract**

The contract will be for an initial term of one year, with an option for up to four one-year extensions as agreed to by the Consultant and the City.

**4. Small Business Enterprise Program**

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than $5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the $5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

**The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.**

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

## 5. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

**The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.**

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business

that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

## 6. Required Proposal Submittal

### Submission/Format Requirements

Submit one (1) original unbound proposal and five (_5_) bound photocopies of the proposal. Use 8 ½" x 11" plain white paper; proposal to be typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Duplicate copies must contain all information included in the original submittal. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

**Information to be included in the proposal**:
In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

**Title page:**
Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

**Table of Contents:**
Include a clear identification of the material by section and by page.

**Letter of Interest:**
A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

**Project Team Form:**
Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

**Organizational Chart:**

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

**Statement of Skills and Experience of Project Team:**
Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

**Resumes of Key Personnel:**
Include resumes for key personnel for prime and subconsultants.

**References:**
References for past five (5) projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

**Office Locations:**
Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

**Minority Business Enterprises:**
It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

**Small Business Enterprises:**
Completed SBE program forms, Exhibits A-D, if applicable for your team. Include copies of all SBE certifications for firms listed on these forms.

**Local Businesses:**
Completed Local Business program forms, Exhibits E-H, if applicable.

**Litigation:**
Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

**Acknowledgement of all Addenda issued.**

**City Forms**:
Responses should include all pages of this solicitation, initialed where indicated, in addition to completed SBE and Local Business forms.

**7. Insurance**

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

b. Liability Insurance

1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

| | Type of Insurance | | LIMITS OF LIABILITY each occurrence | aggregate |
|---|---|---|---|---|
| **GENERAL LIABILITY:** ***MINIMUM $1,000,000 per OCCURRENCE/$1,000,000 AGGREGATE*** | | | | |
| | * Policy to be written on a claims incurred basis | | | |
| XX | comprehensive form | | | |
| XX | premises - operations | bodily injury | | |
| __ | explosion & collapse hazard | property damage | | |
| __ | underground hazard | _____ | | |
| __ | products/completed operations hazard | bodily injury and | | |
| XX | contractual insurance | property damage | | |
| XX | broad form property damage | combined | | |
| XX | independent contractors | _____ | | |
| XX | personal injury | personal injury | | |
| **AUTOMOBILE LIABILITY:** ***MINIMUM $1,000,000 per OCCURRENCE/$1,000,000 AGGREGATE*** | | | | |
| | | bodily injury (each person) | | |
| XX | comprehensive form | bodily injury (each accident) | _____ | _____ |
| XX | owned | property damage | _____ | _____ |
| XX | hired | bodily injury and | | |
| XX | non-owned | property damage combined | | |
| **REAL & PERSONAL PROPERTY** | | | | |
| XX | comprehensive form | Consultant must show proof they have this coverage. | | |
| **EXCESS LIABILITY** | | | | |
| XX | umbrella form | bodily injury and property damage | | |
| XX | other than umbrella | combined | $2,000,000. | $2,000,000. |
| XX | **PROFESSIONAL LIABILITY** | $2,000,000. | $2,000,000. | |
| | * Policy to be written on a claims made basis | | | |

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

## 8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

| | Criteria | Point Range |
|---|---|---|
| 1. | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points |
| 2. | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points |
| 3. | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points |
| 4. | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points |

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RLI, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

**9. Hold Harmless and Indemnification**

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

**10. Retention of Records and Right to Access**

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

**11. Communications**

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

**12. No Discrimination**

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

**13. Independent Contractor**

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

**14. Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

**15. Contract Terms**

The contract resulting from this RLI shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RLI document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**16. Waiver**

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly

executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

**17. Survivorship Rights**

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

**18. Termination**

The contract resulting from this RLI may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

**19. Manner of Performance**

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

**20. Acceptance Period**

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

**21. RLI Conditions and Provisions**

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RLI as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RLI. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RLI, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

**22. Standard Provisions**

a. Governing Law

Any agreement resulting from this RLI shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a

contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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 Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RLI. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

k. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

   a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

   b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

   c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

   d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

**23. Questions and Communication**

All questions regarding the RLI are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RLI name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

**24. Addenda**

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

## PROJECT TEAM

RLI NUMBER _____

Federal I.D.#_____

### PRIME

| Role | Name of Individual Assigned to Project | Number of Years Experience | Education, Degrees |
|---|---|---|---|
| Principal-In-Charge | | | |
| Project Manager | | | |
| Asst. Project Manager | | | |
| Other Key Member | | | |
| Other Key Member | | | |

### SUB-CONSULTANT

| Role | Company Name and Address of Office Handling This Project | Name of Individual Assigned to the Project |
|---|---|---|
| Surveying | | |
| | | |
| Landscaping | | |
| | | |
| Engineering | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |

(use attachments if necessary)

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RLI Number & Title: _____ Contractor's Name: _____

| Name of Firm | Contact Person, Telephone Number | Type of Work to be Performed | Contract Amount/Percentage |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

***(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)***

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly ___ YES ___ NO

EXHIBIT "B"
SMALL BUSINESS ENTERPRISE
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Contractor)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

_____

_____

_____

_____ _____
(Date) (Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____day of

_____, _____, I invited the following SBE CONTRACTOR(s) to bid

work items to be performed in the City of Pompano Beach:

| SBE Contractor Address | Work Items Sought | Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Said SBE CONTRACTOR(s):

___ Did not bid in response to the invitation

___ Submitted a bid that was not the low responsible bid

___ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI #_____

1. What portions of the contract have you identified as SBE opportunities?

_____

_____

_____

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

_____

_____

_____

3. Did you send written notices to SBEs?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

_____

_____

7. List the SBEs you will utilize and subcontract amount/percentage.

_____

_____

_____

8. Other comments: _____

_____

_____

_____

_____

Note: Please attach the unavailability letters with this report.

EXHIBIT E
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

RLI Number & Title: _____ Prime Contractor's Name: _____

| Name of Firm, Address | Contact Person, Telephone Number | Type of Work to be Performed | Contract Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |

EXHIBIT F
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number_____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

_____

_____

_____

_____

_____

_____

_____

_____

_____

at the following price: _____

_____ _____
(Date) (Name of Local Business Contractor)

BY: _____

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI #_____

I,_____
(Name and Title)

of_____, certify that on the _____day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

| Business Name, Address | Work Items Sought | Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Said Local Businesses:

___ Did not bid in response to the invitation

___ Submitted a bid which was not the low responsible bid

___ Other:_____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI #_____

1. What portions of the contract have you identified as Local Business opportunities?

_____

_____

_____

_____

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

_____

_____

_____

3. Did you send written notices to Local Businesses?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

_____

_____

7. List the Local Businesses you will utilize and subcontract amount.

_____ $_____

_____ $_____

_____ $_____

8. Other comments: _____

_____

_____

_____

_____

EXHIBIT I

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI #_____

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.) You must include copies of the MBE certificates for each firm listed.

| Name of Firm | Certificate Included? |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

## STATEMENT OF NO RESPONSE
### E-31-15 CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

If you do not intend to submit on this requirement, please complete and return this form by the submittal deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

We, the undersigned, have declined to submit on this solicitation for the following reason(s):

_____ We do not offer this product or an equivalent

_____ Our workload would not permit us to perform

_____ Insufficient time to respond to the Request for Letters of Interest

_____ Unable to meet specifications (explain below)

_____ Other (specify below)

Remarks _____

_____

_____

_____

_____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

**R.J.Behar & Company, Inc.**
Engineers • Planners

August 28, 2015

**EXHIBIT "B"**

City of Pompano Beach
1201 N.E. 5th Avenue
Pompano Beach, FL 33060

**Fee Schedule for the City of Pompano Beach**
**RLI No. E-31-15**

| Company Name | Address |
|---|---|
| RJ Behar & Company, Inc<br>Tel. No. 954-680-7771 | 6861 SW 196 Avenue, Suite 302<br>Pembroke Pines, Florida 33332 |

| Hourly Project Billing Rate | |
|---|---|
| **Category** | **Hourly Rate** |
| Principal-in-Charge | $210.00 |
| Project Manager (P.E.) | $190.00 |
| Senior Engineer (P.E.) | $185.00 |
| Engineer | $125.00 |
| Construction Manager | $160.00 |
| Construction Inspector | $110.00 |
| CADD Technician | $91.00 |
| Entry Level Engineer | $85.00 |
| Clerical | $54.00 |

**Note: Rates are valid from July 1, 2015 through June 30, 2016**

Robert J. Behar, P.E.
President/CEO

EXHIBIT "C"

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/19/2014

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 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
Greyling Insurance Brokerage
3780 Mansell Road
Suite 370
Alpharetta GA 30022

CONTACT NAME: Carly Underwood
PHONE (A/C, No, Ext): (770) 552-4225 FAX (A/C, No): (866) 550-4082
E-MAIL ADDRESS: carly.underwood@greyling.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Sentinel Insurance Company, LTD | 11000 |
| INSURER B: Travelers Casualty and Surety | 19038 |
| INSURER C: Continental Casualty Company | 20443 |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
R.J. Behar & Company, Inc.
6861 S.W. 196th Avenue
Suite 302
Pembroke Pines FL 33332

COVERAGES CERTIFICATE NUMBER: 15-16 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC | | | 20SBMAC0037 | 11/17/2014 | 11/17/2015 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 2,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>X HIRED AUTOS<br>SCHEDULED AUTOS<br>X NON-OWNED AUTOS | | | 20UECNG0289 | 11/17/2014 | 11/17/2015 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | 20SBMAC0037 | 11/17/2014 | 11/17/2015 | EACH OCCURRENCE<br>AGGREGATE | $ 4,000,000<br>$ 4,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | UB-3864T214 | 1/1/2015 | 1/1/2016 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | Professional Liability | | | AEH 28 836 36 39 | 11/17/2014 | 11/17/2015 | Per Claim<br>Aggregate | $2,000,000<br>$3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Pompano Beach is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

APPROVED
RISK MANAGEMENT
ON: 09/01/15
BY: JM

CERTIFICATE HOLDER

City of Pompano Beach
1201 NE 5th Avenue
Pompano Beach, FL 33060

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David Collings/CARLY David H. Collings

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Meeting Date: October 27, 2015 Agenda Item 39

REQUESTED COMMISSION ACTION:

___ Consent X Ordinance ___ Resolution ___ Consideration ___ Workshop ___ Initiative

SHORT TITLE OR MOTION: An Ordinance of the City Commission of The City of Pompano Beach, FL, approving and authorizing the proper City Officials to execute a contract for Consulting/professional services between the City of Pompano Beach and Munson Design & Consulting, Inc. for Civil Engineering Services for various City Projects providing for severability; providing an effective date.

Summary of Purpose and Why:

In a previous Commission action, the approval of the top ranking Consultant firm from RLI E-31-15 titled "Contract for Civil Engineering Services for Various City Projects" Munson Design & Consulting, Inc. was the top ranked firm. The term of this contract shall be for an initial period of one year and shall be automatically renewed for four (4) additional one year periods.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Engineering
(2) Primary staff contact: John Sfiropoulos/ H. Danovich Ext 7009/ 7834
(3) Expiration of contract, if applicable: October 13, 2020
(4) Fiscal impact and source of funding: N/A

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Engineering | 10/1/15 | APPROVE | |
| Budget | 10-2-15 | Approve | |
| Finance | 10/2/15 | Approve | S. Sebbe |
| City Attorney | 10/2/15 | | |

___ Advisory Board
___ Development Services Director
X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | | Resolution | | Consideration | Workshop |
|---|---|---|---|---|---|
| 1st Reading | 10/13/15 | 1st Reading | | Results: | Results: |
| Approved | | | | | |
| 2nd Reading | 10/27/15 | | | | |

**ORDINANCE NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND MUNSON DESIGN & CONSULTING, INC. FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

**WHEREAS**, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement between the City of Pompano Beach and Munson Design & Consulting, Inc. for civil engineering services for various city projects, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this _____ day of _____, 2015.

**PASSED SECOND READING** this _____ day of _____, 2015.

_____

**LAMAR FISHER, MAYOR**

**ATTEST:**

_____

**ASCELETA HAMMOND, CITY CLERK**

/jrm
9/18/15
L:ord/2015-503

**City Attorney's Communication #2015-1646**
September 18, 2015

**TO:** Missy Stanley, Engineering Secretary

**FROM:** Jill R. Mesojedec, FRP, Paralegal

**VIA:** Mark E. Berman, City Attorney

**RE:** Ordinances – Contracts for Consulting/Professional Services
Civil Engineering Services for Various City Projects

Pursuant to your memorandum dated September 9, 2015, Engineering Department Memorandum No. 15-179, I have prepared and attached Ordinances for the following entities:

1. Kimley-Horn and Associates, Inc.;
2. R.J. Behar & Company, Inc.;
3. Munson Design & Consulting, Inc.;
4. Craven, Thompson & Associates, Inc.;
5. Keith and Associates, Inc.;
6. Craig A. Smith & Associates, Inc.; and
7. Mathews Consulting, Inc.

Please feel free to contact me should you have any questions.

JILL R. MESOJEDEC

/jrm
l:cor/engr/2015-1646

Attachments

*CITY OF POMPANO BEACH,*
*FLORIDA*

**CONSULTANT AGREEMENT**

**with**

pompano beach®

Florida's Warmest Welcome

***CONTINUING CONTRACT FOR ENGINEERING SERVICES***
***for***
***Civil Engineering Services for Various City Projects***

# CONTRACT FOR
# CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____day of _____, 20___, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and Munson Design and Consulting, Inc. ( ) an individual, ( ) a partnership, (X) a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

**WHEREAS**, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

**WHEREAS**, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

**NOW, THEREFORE**, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

## ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. E-31-15 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Shane Munson

The CITY's representative shall be City Engineer or designee,

## ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations or Task Orders as negotiated.

The Term of this Agreement shall be for an initial period of one (1) year from the date of execution by both the City and the Consultant. The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

## ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

B. Price Formula. City agrees to pay Consultant as negotiated on a Task Order or Work Authorization basis. Each task order or work authorization shall specifically identify the scope of the work to be performed and the fees for said services.

C. Fee Determination. Each individual Task Order or Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Task Order or Work Authorization shall not exceed specified amounts for all services and materials including "out of pocket" expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City's Representative in writing when 90% of the "not to exceed amount" for the total Task Order or Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City's obligation to pay Consultant, but does not include a limitation upon Consultant's duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida State Statutes governing this process. In addition to detailed invoices, upon request of the City's representative, Consultant will provide City with detailed periodic Status Reports on the project.

E. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization or Task Order. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of- pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

## ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

## ARTICLE 5 – TERMINATION

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative or the City Manager to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars ($10.00) paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.

D. Continue and complete all parts of the work that have not been terminated.

## ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

## ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

## ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual

obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Contract

## ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

## ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

## ARTICLE 11 – INDEMNIFICATION

1. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of Consultant, or its agents, servants, or employees, in the performance of services in the performance of the contract.

2. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the City from (a) any breach by the Consultant of this Contract; (b) any misconduct by the Consultant; (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein; (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property to the extent caused by any negligence, recklessness, or intentionally wrongful performance of this Contract by the Consultant and the Consultant's agents, employees, invitees. Such obligation to indemnify and hold harmless shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

3. Twenty-five Dollars ($25.00) of the amount paid to Consultant is given as separate, distinct and independent consideration for the Consultant's grant of this indemnity, the sufficiency and receipt of this consideration is acknowledged by the Consultant.

## ARTICLE 12 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors,

executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

## ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

## ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

## ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

## ARTICLE 16 – DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

## ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

## ARTICLE 18 – CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

## ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

## ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status and sexual orientation.

## ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

## ARTICLE 22 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

## ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and off equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict

or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

## ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization or Task Order Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of $25,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

## ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

**FOR CITY:**

City Manager
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

**FOR CONSULTANT:**

Munson Design + Consulting Inc
PO BOX 770158
Coral Springs FL 33077

## ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

**"CITY"**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
Lamar Fisher, Mayor

_____

By:_____
Dennis W. Beach, City Manager

Attest:

_____
Asceleta Hammond, City Clerk

(SEAL)

Approved As To Form:

_____
Mark E. Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

**"CONSULTANT"**

Witnesses:

*Type Name of Entity Here*
Munson Design & Consulting, Inc

Merry Diaz
Signature

Merry Diaz
Name Typed, Printed or Stamped

By: Michelle Munson
Signature

Michelle Munson
Name Typed, Printed or Stamped

Title: Vice President

Address: PO Box 771058
Coral Springs, FL 33077

Carol Leever
Signature

Carol Leever
Name Type, Printed or Stamped

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31st day of August, 2015, by Michelle Munson, as Vice President of Munson Design + Consulting Inc. He/she is personally known to me or who has produced FL DL P536-552-70-749-0 (type of identification) as identification.

NOTARY'S SEAL:

MERRY DIAZ
MY COMMISSION # FF 902729
EXPIRES: August 30, 2019
Bonded Thru Notary Public Underwriters

Merry Diaz
NOTARY PUBLIC, STATE OF FLORIDA

Merry Diaz
(Name of Acknowledger Typed, Printed or Stamped)

FF 902729
Commission Number

Exhibit A

pompano beach®

Florida's Warmest Welcome

# CITY OF POMPANO BEACH
# REQUEST FOR LETTERS OF INTEREST
# E-31-15

## CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

**RLI OPENING: April 20, 2015 2:00 P.M.**
**PURCHASING OFFICE**
**1190 N.E. 3RD AVENUE, BUILDING C (Front)**
**POMPANO BEACH, FLORIDA 33060**

March 19, 2015

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR LETTERS OF INTEREST (RLI)
E-31-15

CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites engineering firms to submit Letters of Interest, qualifications and experience for consideration to provide Civil Engineering services to the City on a continuing as-needed basis.

The City will receive sealed proposals until 2:00 p.m. (local), April 20, 2015, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

The City intends to issue multiple contracts to engineering firms to provide continuing professional services to the City for various projects. Professional services under this contract will be restricted to those required for any project for which construction costs will not exceed $2 million, and for any study activity for which fees will not exceed $200,000. The contracts will be for an initial term of one year, with an option for up to four one-year extensions as agreed to by the Consultant(s) and the City.

1. **The types of projects to be undertaken may include, but are not limited to**

- Roadway, Streetscape or Parking Lot Construction/Re-Construction projects.
- Water or Reuse Main Construction projects.
- Gravity Sewer Main Construction projects.
- Force Main Construction projects.
- Lift Station Rehabilitation projects.
- Parks and Recreational Facilities.
- Seawall Construction/Repair.
- Storm Water/Drainage Improvement projects
- Consultation for Emergency Water/Wastewater/Stormwater Repairs.
- Inspection Services for Emergency Water/Wastewater/Stormwater Repairs.

- The City's approved Capital Improvement Program may be found here http://pompanobeachfl.gov/pages/department_directory/budget/budget.html.php

2. **The scope of services may include, but is not limited to, the following;**

- Prepare preliminary design reports and/or design alternative recommendations. This may include various types of utility modeling, surveying and field data analysis.

- Prepare all required bidding/construction documents for projects. This may include the preparation of surveys, design plans and construction documents, technical specifications, and cost estimates. Attendance at required pre-design, design, bidding and bid award meeting may also be required.

- Attend pre-bid conference, prepare possible bid addenda for contract document revisions. Assist in making bid award recommendations for contracting/construction services.

- Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. Federal, State, County and City).

- Provide construction engineering/management/administration services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements, certification of projects for various permitting entities, possible field revisions, and review and approval of contractor pay applications.

- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.

Firms must have previous municipal experience and must be licensed to practice Professional Engineering in the State of Florida, Florida State Statute 481, by the Board of Professional Regulation.

**3 Term of Contract**

The contract will be for an initial term of one year, with an option for up to four one-year extensions as agreed to by the Consultant and the City.

**4. Small Business Enterprise Program**

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than $5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the $5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

**The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.**

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

## 5. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

**The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.**

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business

that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

## 6. Required Proposal Submittal

### Submission/Format Requirements

Submit one (1) original unbound proposal and five (_5_) bound photocopies of the proposal. Use 8 ½" x 11" plain white paper; proposal to be typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Duplicate copies must contain all information included in the original submittal. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

**Information to be included in the proposal**:
In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

**Title page:**
Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

**Table of Contents:**
Include a clear identification of the material by section and by page.

**Letter of Interest:**
A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

**Project Team Form:**
Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

**Organizational Chart:**

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

**Statement of Skills and Experience of Project Team:**
Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

**Resumes of Key Personnel:**
Include resumes for key personnel for prime and subconsultants.

**References:**
References for past five (5) projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

**Office Locations:**
Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

**Minority Business Enterprises:**
It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

**Small Business Enterprises:**
Completed SBE program forms, Exhibits A-D, if applicable for your team. Include copies of all SBE certifications for firms listed on these forms.

**Local Businesses:**
Completed Local Business program forms, Exhibits E-H, if applicable.

**Litigation:**
Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

**Acknowledgement of all Addenda issued.**

**City Forms**:
Responses should include all pages of this solicitation, initialed where indicated, in addition to completed SBE and Local Business forms.

**7. Insurance**

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

b. Liability Insurance

1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

| | Type of Insurance | | LIMITS OF LIABILITY each occurrence | aggregate |
|---|---|---|---|---|
| **GENERAL LIABILITY:** ***MINIMUM $1,000,000 per OCCURRENCE/$1,000,000 AGGREGATE*** | | | | |
| | * Policy to be written on a claims incurred basis | | | |
| XX | comprehensive form | | | |
| XX | premises - operations | bodily injury | | |
| __ | explosion & collapse hazard | property damage | | |
| __ | underground hazard | _____ | | |
| __ | products/completed operations hazard | bodily injury and | | |
| XX | contractual insurance | property damage | | |
| XX | broad form property damage | combined _____ | | |
| XX | independent contractors | | | |
| XX | personal injury | personal injury | | |
| **AUTOMOBILE LIABILITY:** ***MINIMUM $1,000,000 per OCCURRENCE/$1,000,000 AGGREGATE*** | | | | |
| | | bodily injury (each person) | | |
| XX | comprehensive form | bodily injury (each accident) _____ | _____ | _____ |
| XX | owned | property damage _____ | _____ | _____ |
| XX | hired | bodily injury and | | |
| XX | non-owned | property damage combined | | |
| **REAL & PERSONAL PROPERTY** | | | | |
| XX | comprehensive form | Consultant must show proof they have this coverage. | | |
| **EXCESS LIABILITY** | | | | |
| XX | umbrella form | bodily injury and property damage | | |
| XX | other than umbrella | combined | $2,000,000. | $2,000,000. |
| XX | **PROFESSIONAL LIABILITY** | $2,000,000. | $2,000,000. | |
| | * Policy to be written on a claims made basis | | | |

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

## 8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

| | Criteria | Point Range |
|---|---|---|
| 1. | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points |
| 2. | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points |
| 3. | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points |
| 4. | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points |

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RLI, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

## 9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

## 10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

## 11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

**12. No Discrimination**

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

**13. Independent Contractor**

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

**14. Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

**15. Contract Terms**

The contract resulting from this RLI shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RLI document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**16. Waiver**

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly

executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

**17. Survivorship Rights**

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

**18. Termination**

The contract resulting from this RLI may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

**19. Manner of Performance**

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

**20. Acceptance Period**

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

**21. RLI Conditions and Provisions**

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RLI as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RLI. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RLI, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

**22. Standard Provisions**

a. Governing Law

Any agreement resulting from this RLI shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a

contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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 Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RLI. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

k. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

   a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

   b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

   c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

   d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

**23. Questions and Communication**

All questions regarding the RLI are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RLI name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

**24. Addenda**

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

## PROJECT TEAM

RLI NUMBER _____

Federal I.D.#_____

### PRIME

| Role | Name of Individual Assigned to Project | Number of Years Experience | Education, Degrees |
|---|---|---|---|
| Principal-In-Charge | | | |
| Project Manager | | | |
| Asst. Project Manager | | | |
| Other Key Member | | | |
| Other Key Member | | | |

### SUB-CONSULTANT

| Role | Company Name and Address of Office Handling This Project | Name of Individual Assigned to the Project |
|---|---|---|
| Surveying | | |
| | | |
| Landscaping | | |
| | | |
| Engineering | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |

(use attachments if necessary)

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RLI Number & Title: _____ Contractor's Name: _____

| Name of Firm | Contact Person, Telephone Number | Type of Work to be Performed | Contract Amount/Percentage |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

***(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)***

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly ___ YES ___ NO

EXHIBIT "B"
SMALL BUSINESS ENTERPRISE
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Contractor)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

_____

_____

_____

_____ _____
(Date) (Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____day of

_____, _____, I invited the following SBE CONTRACTOR(s) to bid

work items to be performed in the City of Pompano Beach:

| SBE Contractor Address | Work Items Sought | Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Said SBE CONTRACTOR(s):

___ Did not bid in response to the invitation

___ Submitted a bid that was not the low responsible bid

___ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI #_____

1. What portions of the contract have you identified as SBE opportunities?

_____

_____

_____

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

_____

_____

_____

3. Did you send written notices to SBEs?

_____ Yes _____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

_____ Yes _____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

_____

_____

7. List the SBEs you will utilize and subcontract amount/percentage.

_____

_____

_____

8. Other comments: _____

_____

_____

_____

_____

Note: Please attach the unavailability letters with this report.

EXHIBIT E
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

RLI Number & Title: _____ Prime Contractor's Name: _____

| Name of Firm, Address | Contact Person, Telephone Number | Type of Work to be Performed | Contract Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
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| | | | |

EXHIBIT F
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number_____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

_____

_____

_____

_____

_____

_____

_____

_____

_____

at the following price: _____

_____ _____
(Date) (Name of Local Business Contractor)

BY: _____

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI #_____

I,_____
(Name and Title)

of_____, certify that on the _____day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

| Business Name, Address | Work Items Sought | Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Said Local Businesses:

___ Did not bid in response to the invitation

___ Submitted a bid which was not the low responsible bid

___ Other:_____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI #_____

1. What portions of the contract have you identified as Local Business opportunities?

_____

_____

_____

_____

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

_____

_____

_____

3. Did you send written notices to Local Businesses?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

_____

_____

7. List the Local Businesses you will utilize and subcontract amount.

_____ $_____

_____ $_____

_____ $_____

8. Other comments: _____

_____

_____

_____

_____

EXHIBIT I

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI #_____

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.) You must include copies of the MBE certificates for each firm listed.

| Name of Firm | Certificate Included? |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

## STATEMENT OF NO RESPONSE
### E-31-15 CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

If you do not intend to submit on this requirement, please complete and return this form by the submittal deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

We, the undersigned, have declined to submit on this solicitation for the following reason(s):

_____ We do not offer this product or an equivalent

_____ Our workload would not permit us to perform

_____ Insufficient time to respond to the Request for Letters of Interest

_____ Unable to meet specifications (explain below)

_____ Other (specify below)

Remarks _____

_____

_____

_____

_____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

Exhibit B

MUNSON DESIGN
& CONSULTING
• CIVIL ENGINEERS •

**Exhibit "B"**

## PROPOSED SERVICE CATEGORIES AND FEES

**Name of Firm** **Munson Design and Consulting, Inc.**

**Categories for consideration:**

**Maximum Hourly Rate**

| Position Requirements | Hourly |
|---|---|
| Principal (P.E. - Fl. Registered) | $185.00 / per hour |
| Senior Engineer (P.E. - Fl. Registered) | $160.00 / per hour |
| Senior Process Engineer (P.E. – Fl. Registered) | $140.00 / per hour |
| Roadway Engineer | $150.00 / per hour |
| Engineer | $130.00 / per hour |
| Design Engineer | $130.00 / per hour |
| Junior Engineer | $110.00 / per hour |
| Project Manager | $170.00 / per hour |
| Land Surveyor (PLS – Fl. Registered) | $150.00 / per hour |
| Survey Crew (2 – persons) | $130.00 / per hour |
| Survey Crew (3 – persons) | $150.00 / per hour |
| Senior Field Inspector | $125.00 / per hour |
| Field Inspector | $110.00 / per hour |
| Administrative Assistant | $75.00 / per hour |
| Staff Assistant | $65.00 / per hour |
| Technician | $85.00 / per hour |
| Drafter / GIS | $85.00 / per hour |
| Clerical | $45.00 / per hour |
| | |
| | |
| (list special equipment separately) | |
| | |

PO Box 771058 • Coral Springs, Florida 33077 • (954) 340-5291 • shane@mdcengineers.com

Exhibit C

Client#: 1048820 MUNSODES

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/01/2015

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 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
USI Insurance Services, LLC,
1715 N. Westshore Blvd. Suite 700
Tampa, FL 33607

CONTACT NAME:
PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Hartford Casualty Insurance Com | 29424 |
| INSURER B : Travelers Casualty and Surety C | 31194 |
| INSURER C : Wesco Insurance Company | 25011 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Munson Design & Consulting, Inc.
6178 Laurel Lane, Unit C
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | X | | 21SBMZJ7564 | 05/01/2015 | 05/01/2016 | EACH OCCURRENCE | $1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $300,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | X | | 21SBMZJ7564 | 05/01/2015 | 05/01/2016 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS / X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED / RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | UB5908Y763 | 05/01/2015 | 05/01/2016 | X WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |
| C | Professional Liability | | | ARA1120063 | 06/01/2015 | 06/01/2016 | $1,000,000 per claim<br>$1,000,000 annl aggr. | |

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

Professional Liability coverage is written on a claims-made basis.
City of Pompano Beach is an additional insured with respects to the General Liability and Auto Liability insurance policy where required by written contract.

APPROVED
RISK MANAGEMENT
ON: 08/06/15
BY: JM

CERTIFICATE HOLDER

City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, FL 33060

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Meeting Date: October 27, 2015 Agenda Item 40

REQUESTED COMMISSION ACTION:

___ Consent X Ordinance ___ Resolution ___ Consideration ___ Workshop ___ Initiative

SHORT TITLE OR MOTION: An Ordinance of the City Commission of The City of Pompano Beach, FL, approving and authorizing the proper City Officials to execute a contract for Consulting/professional services between the City of Pompano Beach and Keith and Associates, Inc. for Civil Engineering Services for various City Projects providing for severability; providing an effective date.

Summary of Purpose and Why:

In a previous Commission action, the approval of the top ranking Consultant firm from RLI E-31-15 titled "Contract for Civil Engineering Services for Various City Projects" Keith and Associates, Inc. was the top ranked firm. The term of this contract shall be for an initial period of one year and shall be automatically renewed for four (4) additional one year periods.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Engineering
(2) Primary staff contact: John Sfiropoulos/ H. Danovich Ext 7009/ 7834
(3) Expiration of contract, if applicable: October 13, 2020
(4) Fiscal impact and source of funding: N/A

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Engineering | 10/1/15 | APPROVE | |
| Budget | 10-2-15 | Approve | |
| Finance | 10/2/15 | Approve | S. Sibble |
| City Attorney | 10/2/15 | | |

___ Advisory Board
___ Development Services Director
X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | | Resolution | | Consideration | Workshop |
|---|---|---|---|---|---|
| 1st Reading Approved | 10/13/15 | 1st Reading | | Results: | Results: |
| 2nd Reading | 10/27/15 | | | | |

**ORDINANCE NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND KEITH AND ASSOCIATES, INC. FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

**WHEREAS**, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement between the City of Pompano Beach and Keith and Associates, Inc. for civil engineering services for various city projects, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this _____ day of _____, 2015.

**PASSED SECOND READING** this _____ day of _____, 2015.

_____

**LAMAR FISHER, MAYOR**

**ATTEST:**

_____

**ASCELETA HAMMOND, CITY CLERK**

/jrm
9/18/15
L:ord/2015-505

**City Attorney's Communication #2015-1646**
September 18, 2015

**TO:** Missy Stanley, Engineering Secretary

**FROM:** Jill R. Mesojedec, FRP, Paralegal

**VIA:** Mark E. Berman, City Attorney

**RE:** Ordinances – Contracts for Consulting/Professional Services
Civil Engineering Services for Various City Projects

Pursuant to your memorandum dated September 9, 2015, Engineering Department Memorandum No. 15-179, I have prepared and attached Ordinances for the following entities:

1. Kimley-Horn and Associates, Inc.;
2. R.J. Behar & Company, Inc.;
3. Munson Design & Consulting, Inc.;
4. Craven, Thompson & Associates, Inc.;
5. Keith and Associates, Inc.;
6. Craig A. Smith & Associates, Inc.; and
7. Mathews Consulting, Inc.

Please feel free to contact me should you have any questions.

JILL R. MESOJEDEC

/jrm
l:cor/engr/2015-1646

Attachments

*CITY OF POMPANO BEACH,*
*FLORIDA*

# CONSULTANT AGREEMENT

**with**

pompano beach®

Florida's Warmest Welcome

***CONTINUING CONTRACT FOR ENGINEERING SERVICES***
***for***
***Civil Engineering Services for Various City Projects***

# CONTRACT FOR
# CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____day of _____, 20___, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and Keith and Associates, Inc. ( ) an individual, ( ) a partnership, (X) a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

**WHEREAS**, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

**WHEREAS**, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

**NOW, THEREFORE**, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

## ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. E-31-15 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Dodie Keith-Lazowick, President

The CITY's representative shall be City Engineer or designee,

## ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations or Task Orders as negotiated.

The Term of this Agreement shall be for an initial period of one (1) year from the date of execution by both the City and the Consultant. The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

## ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

B. Price Formula. City agrees to pay Consultant as negotiated on a Task Order or Work Authorization basis. Each task order or work authorization shall specifically identify the scope of the work to be performed and the fees for said services.

C. Fee Determination. Each individual Task Order or Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Task Order or Work Authorization shall not exceed specified amounts for all services and materials including "out of pocket" expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City's Representative in writing when 90% of the "not to exceed amount" for the total Task Order or Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City's obligation to pay Consultant, but does not include a limitation upon Consultant's duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida State Statutes governing this process. In addition to detailed invoices, upon request of the City's representative, Consultant will provide City with detailed periodic Status Reports on the project.

E. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization or Task Order. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of- pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

## ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

## ARTICLE 5 – TERMINATION

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative or the City Manager to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars ($10.00) paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.

D. Continue and complete all parts of the work that have not been terminated.

## ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

## ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

## ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual

obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Contract

## ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

## ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

## ARTICLE 11 – INDEMNIFICATION

1. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of Consultant, or its agents, servants, or employees, in the performance of services in the performance of the contract.

2. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the City from (a) any breach by the Consultant of this Contract; (b) any misconduct by the Consultant; (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein; (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property to the extent caused by any negligence, recklessness, or intentionally wrongful performance of this Contract by the Consultant and the Consultant's agents, employees, invitees. Such obligation to indemnify and hold harmless shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

3. Twenty-five Dollars ($25.00) of the amount paid to Consultant is given as separate, distinct and independent consideration for the Consultant's grant of this indemnity, the sufficiency and receipt of this consideration is acknowledged by the Consultant.

## ARTICLE 12 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors,

executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

## ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

## ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

## ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

## ARTICLE 16 – DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

## ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

## ARTICLE 18 – CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

## ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

## ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status and sexual orientation.

## ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

## ARTICLE 22 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

## ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and off equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict

or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

## ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization or Task Order Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of $25,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

## ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

**FOR CITY:**

City Manager
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

**FOR CONSULTANT:**

Dodie Keith-Lazowick, President
Keith and Associates, Inc.
301 East Atlantic Boulevard
Pompano Beach, FL 33060

## ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

**"CITY"**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
Lamar Fisher, Mayor

_____

By:_____
Dennis W. Beach, City Manager

Attest:

_____
Asceleta Hammond, City Clerk

(SEAL)

Approved As To Form:

_____
Mark E. Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

**"CONSULTANT"**

*Keith and Associates, Inc.*

Witnesses:

S Bravo
Signature

SANDRA BRAVO
Name Typed, Printed or Stamped

Signature

Sandra Sanders
Name Type, Printed or Stamped

By: [signature]
Signature

Dodie Keith-Lazowick
Name Typed, Printed or Stamped

Title: President

Address: 301 East Atlantic Blvd.
Pompano Beach, FL 33060

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st day of September, 2015, by Dodie Keith-Lazowick, as President of Keith and Associates. He/~~she~~ is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

BRYAN STEPHEN KUBIK
MY COMMISSION # EE171223
EXPIRES June 12, 2016
(407) 398-0153 FloridaNotaryService.com

NOTARY PUBLIC, STATE OF FLORIDA

Bryan Kubik
(Name of Acknowledger Typed, Printed or Stamped)

EE 171223
Commission Number

Exhibit A

pompano beach®

Florida's Warmest Welcome

# CITY OF POMPANO BEACH
# REQUEST FOR LETTERS OF INTEREST
# E-31-15

## CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

**RLI OPENING: April 20, 2015 2:00 P.M.**
**PURCHASING OFFICE**
**1190 N.E. 3RD AVENUE, BUILDING C (Front)**
**POMPANO BEACH, FLORIDA 33060**

March 19, 2015

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR LETTERS OF INTEREST (RLI)
E-31-15

CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites engineering firms to submit Letters of Interest, qualifications and experience for consideration to provide Civil Engineering services to the City on a continuing as-needed basis.

The City will receive sealed proposals until 2:00 p.m. (local), April 20, 2015, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

The City intends to issue multiple contracts to engineering firms to provide continuing professional services to the City for various projects. Professional services under this contract will be restricted to those required for any project for which construction costs will not exceed $2 million, and for any study activity for which fees will not exceed $200,000. The contracts will be for an initial term of one year, with an option for up to four one-year extensions as agreed to by the Consultant(s) and the City.

1. **<u>The types of projects to be undertaken may include, but are not limited to</u>**

- Roadway, Streetscape or Parking Lot Construction/Re-Construction projects.
- Water or Reuse Main Construction projects.
- Gravity Sewer Main Construction projects.
- Force Main Construction projects.
- Lift Station Rehabilitation projects.
- Parks and Recreational Facilities.
- Seawall Construction/Repair.
- Storm Water/Drainage Improvement projects
- Consultation for Emergency Water/Wastewater/Stormwater Repairs.
- Inspection Services for Emergency Water/Wastewater/Stormwater Repairs.

- The City's approved Capital Improvement Program may be found here http://pompanobeachfl.gov/pages/department_directory/budget/budget.html.php

2. **The scope of services may include, but is not limited to, the following:**

- Prepare preliminary design reports and/or design alternative recommendations. This may include various types of utility modeling, surveying and field data analysis.

- Prepare all required bidding/construction documents for projects. This may include the preparation of surveys, design plans and construction documents, technical specifications, and cost estimates. Attendance at required pre-design, design, bidding and bid award meeting may also be required.

- Attend pre-bid conference, prepare possible bid addenda for contract document revisions. Assist in making bid award recommendations for contracting/construction services.

- Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. Federal, State, County and City).

- Provide construction engineering/management/administration services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements, certification of projects for various permitting entities, possible field revisions, and review and approval of contractor pay applications.

- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.

Firms must have previous municipal experience and must be licensed to practice Professional Engineering in the State of Florida, Florida State Statute 481, by the Board of Professional Regulation.

**3 Term of Contract**

The contract will be for an initial term of one year, with an option for up to four one-year extensions as agreed to by the Consultant and the City.

**4. Small Business Enterprise Program**

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than $5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the $5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

**The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.**

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

## 5. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

**The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.**

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business

that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

## 6. Required Proposal Submittal

### Submission/Format Requirements

Submit one (1) original unbound proposal and five (_5_) bound photocopies of the proposal. Use 8 ½" x 11" plain white paper; proposal to be typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Duplicate copies must contain all information included in the original submittal. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

**Information to be included in the proposal**:
In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

**Title page:**
Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

**Table of Contents:**
Include a clear identification of the material by section and by page.

**Letter of Interest:**
A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

**Project Team Form:**
Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

**Organizational Chart:**

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

**Statement of Skills and Experience of Project Team:**
Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

**Resumes of Key Personnel:**
Include resumes for key personnel for prime and subconsultants.

**References:**
References for past five (5) projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

**Office Locations:**
Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

**Minority Business Enterprises:**
It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

**Small Business Enterprises:**
Completed SBE program forms, Exhibits A-D, if applicable for your team. Include copies of all SBE certifications for firms listed on these forms.

**Local Businesses:**
Completed Local Business program forms, Exhibits E-H, if applicable.

**Litigation:**
Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

**Acknowledgement of all Addenda issued.**

**City Forms**:
Responses should include all pages of this solicitation, initialed where indicated, in addition to completed SBE and Local Business forms.

**7. Insurance**

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

b. Liability Insurance

1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

| | Type of Insurance | | LIMITS OF LIABILITY each occurrence | aggregate |
|---|---|---|---|---|
| **GENERAL LIABILITY:** ***MINIMUM $1,000,000 per OCCURRENCE/$1,000,000 AGGREGATE*** | | | | |
| | * Policy to be written on a claims incurred basis | | | |
| XX | comprehensive form | | | |
| XX | premises - operations | bodily injury | | |
| __ | explosion & collapse hazard | property damage | | |
| __ | underground hazard | _____ | | |
| __ | products/completed operations hazard | bodily injury and | | |
| XX | contractual insurance | property damage | | |
| XX | broad form property damage | combined _____ | | |
| XX | independent contractors | | | |
| XX | personal injury | personal injury | | |
| **AUTOMOBILE LIABILITY:** ***MINIMUM $1,000,000 per OCCURRENCE/$1,000,000 AGGREGATE*** | | | | |
| | | bodily injury (each person) | | |
| XX | comprehensive form | bodily injury (each accident) _____ | _____ | |
| XX | owned | property damage _____ | _____ | |
| XX | hired | bodily injury and | | |
| XX | non-owned | property damage combined | | |
| **REAL & PERSONAL PROPERTY** | | | | |
| XX | comprehensive form | Consultant must show proof they have this coverage. | | |
| **EXCESS LIABILITY** | | | | |
| XX | umbrella form | bodily injury and property damage | | |
| XX | other than umbrella | combined | $2,000,000. | $2,000,000. |
| XX | **PROFESSIONAL LIABILITY** | $2,000,000. | $2,000,000. | |
| | * Policy to be written on a claims made basis | | | |

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

## 8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

| | Criteria | Point Range |
|---|---|---|
| 1. | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points |
| 2. | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points |
| 3. | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points |
| 4. | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points |

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RLI, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

## 9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

## 10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

## 11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

**12. No Discrimination**

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

**13. Independent Contractor**

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

**14. Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

**15. Contract Terms**

The contract resulting from this RLI shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RLI document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**16. Waiver**

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly

executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

**17. Survivorship Rights**

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

**18. Termination**

The contract resulting from this RLI may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

**19. Manner of Performance**

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

**20. Acceptance Period**

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

**21. RLI Conditions and Provisions**

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RLI as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RLI. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RLI, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

**22. Standard Provisions**

a. Governing Law

Any agreement resulting from this RLI shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a

contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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 Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RLI. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

k. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

   a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

   b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

   c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

   d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

## 23. Questions and Communication

All questions regarding the RLI are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RLI name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

## 24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

## PROJECT TEAM

RLI NUMBER _____

Federal I.D.#_____

**PRIME**

| Role | Name of Individual Assigned to Project | Number of Years Experience | Education, Degrees |
|---|---|---|---|
| Principal-In-Charge | | | |
| Project Manager | | | |
| Asst. Project Manager | | | |
| Other Key Member | | | |
| Other Key Member | | | |

**SUB-CONSULTANT**

| Role | Company Name and Address of Office Handling This Project | Name of Individual Assigned to the Project |
|---|---|---|
| Surveying | | |
| | | |
| Landscaping | | |
| | | |
| Engineering | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |

(use attachments if necessary)

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RLI Number & Title: _____ Contractor's Name: _____

| Name of Firm | Contact Person, Telephone Number | Type of Work to be Performed | Contract Amount/Percentage |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

***(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)***

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly ___ YES ___ NO

EXHIBIT "B"
SMALL BUSINESS ENTERPRISE
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Contractor)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

_____

_____

_____

_____ _____
(Date) (Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____day of

_____, _____, I invited the following SBE CONTRACTOR(s) to bid

work items to be performed in the City of Pompano Beach:

| SBE Contractor Address | Work Items Sought | Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Said SBE CONTRACTOR(s):

___ Did not bid in response to the invitation

___ Submitted a bid that was not the low responsible bid

___ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI #_____

1. What portions of the contract have you identified as SBE opportunities?

_____

_____

_____

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

_____

_____

_____

3. Did you send written notices to SBEs?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

_____

_____

7. List the SBEs you will utilize and subcontract amount/percentage.

_____

_____

_____

8. Other comments: _____

_____

_____

_____

_____

Note: Please attach the unavailability letters with this report.

EXHIBIT E
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

RLI Number & Title: _____ Prime Contractor's Name: _____

| Name of Firm, Address | Contact Person, Telephone Number | Type of Work to be Performed | Contract Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |

EXHIBIT F
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number_____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

_____

_____

_____

_____

_____

_____

_____

_____

_____

at the following price: _____

_____ _____
(Date) (Name of Local Business Contractor)

BY: _____

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI #_____

I,_____
(Name and Title)

of_____, certify that on the _____day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

| Business Name, Address | Work Items Sought | Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Said Local Businesses:

___ Did not bid in response to the invitation

___ Submitted a bid which was not the low responsible bid

___ Other:_____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI #_____

1. What portions of the contract have you identified as Local Business opportunities?

_____

_____

_____

_____

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

_____

_____

_____

3. Did you send written notices to Local Businesses?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

_____

_____

7. List the Local Businesses you will utilize and subcontract amount.

_____ $_____

_____ $_____

_____ $_____

8. Other comments: _____

_____

_____

_____

_____

EXHIBIT I

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI #_____

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.) You must include copies of the MBE certificates for each firm listed.

| Name of Firm | Certificate Included? |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

# STATEMENT OF NO RESPONSE

## E-31-15 CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

If you do not intend to submit on this requirement, please complete and return this form by the submittal deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

We, the undersigned, have declined to submit on this solicitation for the following reason(s):

_____ We do not offer this product or an equivalent

_____ Our workload would not permit us to perform

_____ Insufficient time to respond to the Request for Letters of Interest

_____ Unable to meet specifications (explain below)

_____ Other (specify below)

Remarks _____

_____

_____

_____

_____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

EXHIBIT B

KEITH & ASSOCIATES, INC.
consulting engineers
301 East Atlantic Boulevard, Pompano Beach, Florida 33060-6643
Tel: 954-788-3400 Fax: 954-788-3500

## PROFESSIONAL SERVICE FEE SCHEDULE – Page 1 of 2

| | Hourly Rate |
|---|---|
| 01 Administrative Assistant | $50.00 |
| 11 Technician | $80.00 |
| 15 Senior Technician | $90.00 |
| 30 Associate Planner | $90.00 |
| 32 Senior Planner (AICP) | $125.00 |
| 33 Landscape Designer | $80.00 |
| 34 Senior Landscape Designer | $100.00 |
| 35 Landscape Architect (RLA) | $125.00 |
| 36 ISA Certified Arborist | $125.00 |
| 50 Project Engineer | $100.00 |
| 51 Senior Project Engineer | $115.00 |
| 52 Professional Engineer (PE) | $125.00 |
| 53 Field Representative | $75.00 |
| 54 Sr Field Representative | $90.00 |
| 60 Project Manager | $125.00 |
| 61 Senior Project Manager | $160.00 |
| 70 Principal | $190.00 |
| 72 Expert Witness Testimony | $250.00 |
| 76 BIM Modeler | $110.00 |
| 77 GIS Specialist | $100.00 |
| 78 Project Surveyor | $95.00 |
| 79 Senior Project Surveyor. | $110.00 |
| 80 Professional Surveyor & Mapper (PSM) | $120.00 |
| 81 Survey Party (2) Person | $110.00 |
| 82 Survey Party (3) Person | $130.00 |
| 83 Survey Laser Scanning | $125.00 |
| 90 Utility Crew Supervisor | $70.00 |
| 91 Utility Locating Technician | $60.00 |
| 92 Utility Project Manager | $100.00 |
| 93 Utility Project Engineer | $125.00 |
| 95 Utility Field Technician | $40.00 |
| 96 Utility Designating/GPR | $200.00 |
| 97 Vacuum Excavation Test Hole (Pervious Surface) | $350.00/Each |
| 98 Vacuum Excavation Test Hole (Impervious Surface) | $400.00/Each |

Effective 01/01/2015

| Direct Expenses | Cost per Unit |
|---|---|
| Photographic Copies | |
| Color Copies | |
| a) 8.5" x 11" | $ 1.00 |
| b) 8.5" x 14 or 11"x 17" | $ 2.00 |
| c) 24"x 36" | $18.00 |
| Black & White Copies | |
| a) Any Size up to 11"x17" | $ 0.15 |
| b) 24"x 36" Blackline | $ 2.00 |
| c) 30" x 42" Blackline | $ 2.00 |
| d) 24"x 36" Mylar | $15.00 |
| Laminating/Transparency Film Covers | $ 2.00 |
| Display Boards | |
| Mounted (Foam) 30"x 40" | $42.00 |
| Mounted (Foam) 40"x 60" and larger | $70.00 |
| 3 Ring Binders 1" | $ 1.00 |
| Dividers (Tabs) Set of 10 | $ 0.80 |
| Acco/GBC Binding | $ 1.50 |
| Facsimiles | $ 2.00 |
| Overnight Packages | per service |
| Courier & Delivery Services | per service |
| Postage: 1st Class | Current US Postal rate |
| Mileage: | $ 0.50 / mile |

***Any other expenses will be billed at cost plus 10% carrying charge.***

****NOTE:** Typical other reimbursable expenses include travel, lodging, and meals when traveling on CLIENT'S behalf, identifiable communication expenses, all reproduction costs, and special accounting expenses not applicable to general overhead.

Effective 08/01/07

EXHIBIT C

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/14/2015

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 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
Frank H. Furman, Inc.
1314 East Atlantic Blvd.
P. O. Box 1927
Pompano Beach FL 33061

CONTACT NAME: Tina Shannon
PHONE (A/C, No, Ext): (954) 943-5050 FAX (A/C, No): (954) 942-6310
E-MAIL ADDRESS: tina@furmaninsurance.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Transportation Ins Co | 20494 |
| INSURER B: Continental Insurance Co | 35289 |
| INSURER C: Continental Casualty Co | 20443 |
| INSURER D: Catlin Insurance Company, Inc | |
| INSURER E: | |
| INSURER F: | |

INSURED
Keith & Associates Inc
301 E Atlantic Boulevard
Pompano Beach FL 33060

COVERAGES CERTIFICATE NUMBER: 15-16 Liablity Master REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | | | 5084976405 | 2/19/2015 | 2/19/2016 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | Employee Benefits | $ 1,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | 5084976453 | 2/19/2015 | 2/19/2016 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | PIP-Basic | $ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | 5084976498 | 2/19/2015 | 2/19/2016 | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | | | AGGREGATE | $ 5,000,000 |
| | | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 5084976355 | 2/19/2015 | 2/19/2016 | X 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 |
| D | Professional Liability | | | AED-674199-0316 | 3/13/2015 | 3/13/2016 | Each Claim | $2,000,000 |
| | | | | | | | Aggregate | $5,000,000 |

APPROVED
RISK MANAGEMENT
ON: 08-17-15

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured on General Liability including Completed Operations and Non-Contributory as per policy form as required by written contract. Waiver of Subrogation applies to general liability, commercial automobile and workers compensation per policy form when required by written contract.

CERTIFICATE HOLDER
Missy.Stanley@copbfl.com
City of Pompano Beach
Engineering Dept.
1201 NE 5 Avenue
Pompano Beach, FL 33060

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

AUTHORIZED REPRESENTATIVE
Dirk DeJong/TS

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Meeting Date: October 27, 2015 Agenda Item 41

REQUESTED COMMISSION ACTION:

___ Consent X Ordinance ___ Resolution ___ Consideration ___ Workshop ___ Initiative

SHORT TITLE OR MOTION: An Ordinance of the City Commission of The City of Pompano Beach, FL, approving and authorizing the proper City Officials to execute a contract for Consulting/professional services between the City of Pompano Beach and Craig A. Smith & Associates, Inc. for Civil Engineering Services for various City Projects providing for severability; providing an effective date.

Summary of Purpose and Why:

In a previous Commission action, the approval of the top ranking Consultant firm from RLI E-31-15 titled "Contract for Civil Engineering Services for Various City Projects" Craig A. Smith & Associates, Inc. was the top ranked firm. The term of this contract shall be for an initial period of one year and shall be automatically renewed for four (4) additional one year periods.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Engineering
(2) Primary staff contact: John Sfiropoulos/ H. Danovich Ext 7009/ 7834
(3) Expiration of contract, if applicable: October 13, 2020
(4) Fiscal impact and source of funding: N/A

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Engineering | 10/1/15 | APPROVE | |
| Budget | 10-2-15 | Approve | |
| Finance | 10/2/15 | approve | |
| City Attorney | 10/2/15 | | |

___ Advisory Board
___ Development Services Director
X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | | Resolution | | Consideration | Workshop |
|---|---|---|---|---|---|
| 1st Reading Approved | 10/13/15 | 1st Reading | | Results: | Results: |
| 2nd Reading | 10/27/15 | | | | |

**ORDINANCE NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CRAIG A. SMITH & ASSOCIATES, INC. FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

**WHEREAS**, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement between the City of Pompano Beach and Craig A. Smith & Associates, Inc. for civil engineering services for various city projects, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this _____ day of _____, 2015.

**PASSED SECOND READING** this _____ day of _____, 2015.

_____

**LAMAR FISHER, MAYOR**

**ATTEST:**

_____

**ASCELETA HAMMOND, CITY CLERK**

/jrm
9/18/15
L:ord/2015-507

pompano beach
Florida's Warmest Welcome

CITY MANAGER'S OFFICE
Horacio Danovich, CIP Engineer
E: horacio.danovich@copbfl.com | P: 954.786.7834 | F: 954.786.7836

# MEMORANDUM

October 8, 2015

TO: City Commission

THRU: Dennis Beach, City Manager
Greg Harrison, Assistant City Manager

FROM: Horacio Danovich, CIP Manager
John Sfiropoulos, City Engineer

---

Staff detected a minor typographical error. The contract pages were incorrectly paginated. The correct number sequence should be 1 of 13, 2 of 13, etc. The error will be corrected prior to this Ordinance's second reading.

**City Attorney's Communication #2015-1646**
September 18, 2015

**TO:** Missy Stanley, Engineering Secretary

**FROM:** Jill R. Mesojedec, FRP, Paralegal

**VIA:** Mark E. Berman, City Attorney

**RE:** Ordinances – Contracts for Consulting/Professional Services
Civil Engineering Services for Various City Projects

Pursuant to your memorandum dated September 9, 2015, Engineering Department Memorandum No. 15-179, I have prepared and attached Ordinances for the following entities:

1. Kimley-Horn and Associates, Inc.;
2. R.J. Behar & Company, Inc.;
3. Munson Design & Consulting, Inc.;
4. Craven, Thompson & Associates, Inc.;
5. Keith and Associates, Inc.;
6. Craig A. Smith & Associates, Inc.; and
7. Mathews Consulting, Inc.

Please feel free to contact me should you have any questions.

JILL R. MESOJEDEC

/jrm
l:cor/engr/2015-1646

Attachments

*CITY OF POMPANO BEACH,*
*FLORIDA*

**CONSULTANT AGREEMENT**

**with**

pompano beach®
Florida's Warmest Welcome

***CONTINUING CONTRACT FOR ENGINEERING SERVICES***
***for***
***Civil Engineering Services for Various City Projects***

# CONTRACT FOR
# CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____day of _____, 20___, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and _Craig A. Smith & Associates, Inc.___ ( ) an individual, ( ) a partnership, (X) a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

**WHEREAS**, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

**WHEREAS**, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

**NOW, THEREFORE**, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

## ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. E-31-15 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be _Stephen C. Smith, P.E., Senior Vice President

The CITY's representative shall be City Engineer or designee,

## ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations or Task Orders as negotiated.

The Term of this Agreement shall be for an initial period of one (1) year from the date of execution by both the City and the Consultant. The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

## ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

B. Price Formula. City agrees to pay Consultant as negotiated on a Task Order or Work Authorization basis. Each task order or work authorization shall specifically identify the scope of the work to be performed and the fees for said services.

C. Fee Determination. Each individual Task Order or Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Task Order or Work Authorization shall not exceed specified amounts for all services and materials including "out of pocket" expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City's Representative in writing when 90% of the "not to exceed amount" for the total Task Order or Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City's obligation to pay Consultant, but does not include a limitation upon Consultant's duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida State Statutes governing this process. In addition to detailed invoices, upon request of the City's representative, Consultant will provide City with detailed periodic Status Reports on the project.

E. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization or Task Order. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described

in a Work Authorization and this Contract. All out-of- pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

## ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

## ARTICLE 5 – TERMINATION

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative or the City Manager to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars ($10.00) paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.

D. Continue and complete all parts of the work that have not been terminated.

## ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

## ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

## ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall

not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Contract

## ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

## ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act.**

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

## ARTICLE 11 – INDEMNIFICATION

1. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of Consultant, or its agents, servants, or employees, in the performance of services in the performance of the contract.

2. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the City from (a) any breach by the Consultant of this Contract; (b) any misconduct by the Consultant; (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein; (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property to the extent caused by any negligence, recklessness, or intentionally wrongful performance of this Contract by the Consultant and the Consultant's agents, employees, invitees. Such obligation to indemnify and hold harmless shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

3. Twenty-five Dollars ($25.00) of the amount paid to Consultant is given as separate, distinct and independent consideration for the Consultant's grant of this indemnity, the sufficiency and receipt of this consideration is acknowledged by the Consultant.

## ARTICLE 12 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors,

executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

## ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

## ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

## ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

## ARTICLE 16 – DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

## ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

## ARTICLE 18 – CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

## ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

## ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status and sexual orientation.

## ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

## ARTICLE 22 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

## ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and off equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict

or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

## ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization or Task Order Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of $25,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

## ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

**FOR CITY:**

City Manager
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

**FOR CONSULTANT:**

Stephen C. Smith, P.E., Sr. Vice President
Craig A. Smith & Associates, Inc.
7777 Glades Road, Suite 410
Boca Raton, FL 33434

## ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

**"CITY"**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
Lamar Fisher, Mayor

_____

By:_____
Dennis W. Beach, City Manager

Attest:

_____
Asceleta Hammond, City Clerk

(SEAL)

Approved As To Form:

_____
Mark E. Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

**"CONSULTANT"**

*Craig A. Smith & Associates, Inc.*

Witnesses:

Signature

Stephen A. McBride
Name Typed, Printed or Stamped

Signature

Annett Thomas
Name Type, Printed or Stamped

By: _____
Signature

Stephen C. Smith, P.E.
Name Typed, Printed or Stamped

Title: Senior Vice President

Address: 7777 Glades Road, Suite 410
BocaRaton, FL 33434

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of September, 2015, by Stephen C. Smith, as Senior Vice President of Craig A. Smith & Associates, Inc. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Notary Public State of Florida
Amanda J Kidwell
My Commission EE 850319
Expires 01/25/2017

NOTARY PUBLIC, STATE OF FLORIDA

Amanda J. Kidwell
(Name of Acknowledger Typed, Printed or Stamped)

EE 850319
Commission Number

Exhibit A

pompano beach®

Florida's Warmest Welcome

# CITY OF POMPANO BEACH
# REQUEST FOR LETTERS OF INTEREST
# E-31-15

## CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

**RLI OPENING: April 20, 2015 2:00 P.M.**
**PURCHASING OFFICE**
**1190 N.E. 3RD AVENUE, BUILDING C (Front)**
**POMPANO BEACH, FLORIDA 33060**

March 19, 2015

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR LETTERS OF INTEREST (RLI)
E-31-15

CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites engineering firms to submit Letters of Interest, qualifications and experience for consideration to provide Civil Engineering services to the City on a continuing as-needed basis.

The City will receive sealed proposals until 2:00 p.m. (local), April 20, 2015, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

The City intends to issue multiple contracts to engineering firms to provide continuing professional services to the City for various projects. Professional services under this contract will be restricted to those required for any project for which construction costs will not exceed $2 million, and for any study activity for which fees will not exceed $200,000. The contracts will be for an initial term of one year, with an option for up to four one-year extensions as agreed to by the Consultant(s) and the City.

1. **The types of projects to be undertaken may include, but are not limited to**

- Roadway, Streetscape or Parking Lot Construction/Re-Construction projects.
- Water or Reuse Main Construction projects.
- Gravity Sewer Main Construction projects.
- Force Main Construction projects.
- Lift Station Rehabilitation projects.
- Parks and Recreational Facilities.
- Seawall Construction/Repair.
- Storm Water/Drainage Improvement projects
- Consultation for Emergency Water/Wastewater/Stormwater Repairs.
- Inspection Services for Emergency Water/Wastewater/Stormwater Repairs.

- The City's approved Capital Improvement Program may be found here http://pompanobeachfl.gov/pages/department_directory/budget/budget.html.php

2. **The scope of services may include, but is not limited to, the following;**

- Prepare preliminary design reports and/or design alternative recommendations. This may include various types of utility modeling, surveying and field data analysis.

- Prepare all required bidding/construction documents for projects. This may include the preparation of surveys, design plans and construction documents, technical specifications, and cost estimates. Attendance at required pre-design, design, bidding and bid award meeting may also be required.

- Attend pre-bid conference, prepare possible bid addenda for contract document revisions. Assist in making bid award recommendations for contracting/construction services.

- Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. Federal, State, County and City).

- Provide construction engineering/management/administration services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements, certification of projects for various permitting entities, possible field revisions, and review and approval of contractor pay applications.

- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.

Firms must have previous municipal experience and must be licensed to practice Professional Engineering in the State of Florida, Florida State Statute 481, by the Board of Professional Regulation.

**3 Term of Contract**

The contract will be for an initial term of one year, with an option for up to four one-year extensions as agreed to by the Consultant and the City.

**4. Small Business Enterprise Program**

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than $5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the $5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

**The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.**

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

## 5. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

**The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.**

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business

that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

## 6. Required Proposal Submittal

### Submission/Format Requirements

Submit one (1) original unbound proposal and five (_5_) bound photocopies of the proposal. Use 8 ½" x 11" plain white paper; proposal to be typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Duplicate copies must contain all information included in the original submittal. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

**Information to be included in the proposal**:
In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

**Title page:**
Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

**Table of Contents:**
Include a clear identification of the material by section and by page.

**Letter of Interest:**
A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

**Project Team Form:**
Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

**Organizational Chart:**

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

**Statement of Skills and Experience of Project Team:**
Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

**Resumes of Key Personnel:**
Include resumes for key personnel for prime and subconsultants.

**References:**
References for past five (5) projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

**Office Locations:**
Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

**Minority Business Enterprises:**
It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

**Small Business Enterprises:**
Completed SBE program forms, Exhibits A-D, if applicable for your team. Include copies of all SBE certifications for firms listed on these forms.

**Local Businesses:**
Completed Local Business program forms, Exhibits E-H, if applicable.

**Litigation:**
Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

**Acknowledgement of all Addenda issued.**

**City Forms**:
Responses should include all pages of this solicitation, initialed where indicated, in addition to completed SBE and Local Business forms.

## 7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

b. Liability Insurance

1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

| | Type of Insurance | | LIMITS OF LIABILITY each occurrence | aggregate |
|---|---|---|---|---|
| **GENERAL LIABILITY:** ***MINIMUM $1,000,000 per OCCURRENCE/$1,000,000 AGGREGATE*** | | | | |
| | * Policy to be written on a claims incurred basis | | | |
| XX | comprehensive form | | | |
| XX | premises - operations | bodily injury | | |
| __ | explosion & collapse hazard | property damage | | |
| __ | underground hazard | _____ | | |
| __ | products/completed operations hazard | bodily injury and | | |
| XX | contractual insurance | property damage | | |
| XX | broad form property damage | combined | | |
| XX | independent contractors | _____ | | |
| XX | personal injury | personal injury | | |
| **AUTOMOBILE LIABILITY:** ***MINIMUM $1,000,000 per OCCURRENCE/$1,000,000 AGGREGATE*** | | | | |
| XX | comprehensive form | bodily injury (each person) | | |
| XX | owned | bodily injury (each accident) | _____ | _____ |
| XX | hired | property damage | _____ | _____ |
| XX | non-owned | bodily injury and property damage combined | | |
| **REAL & PERSONAL PROPERTY** | | | | |
| XX | comprehensive form | Consultant must show proof they have this coverage. | | |
| **EXCESS LIABILITY** | | | | |
| XX | umbrella form | bodily injury and property damage | | |
| XX | other than umbrella | combined | $2,000,000. | $2,000,000. |
| XX | **PROFESSIONAL LIABILITY** | $2,000,000. | $2,000,000. | |
| | * Policy to be written on a claims made basis | | | |

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

## 8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

| | Criteria | Point Range |
|---|---|---|
| 1. | Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City (provide description)<br>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) | 0-45 points |
| 2. | Qualifications of personnel including sub consultants:<br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects | 0-35 points |
| 3. | Proximity of the nearest office to the project location:<br>a. Location<br>b. Number of staff at the nearest office | 0-10 points |
| 4. | Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) | 0-10 points |

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RLI, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

## 9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

## 10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

## 11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

**12. No Discrimination**

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

**13. Independent Contractor**

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

**14. Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

**15. Contract Terms**

The contract resulting from this RLI shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RLI document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**16. Waiver**

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly

executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

**17. Survivorship Rights**

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

**18. Termination**

The contract resulting from this RLI may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

**19. Manner of Performance**

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

**20. Acceptance Period**

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

**21. RLI Conditions and Provisions**

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RLI as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RLI. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RLI, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

**22. Standard Provisions**

a. Governing Law

Any agreement resulting from this RLI shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a

contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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 Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RLI. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

k. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

   a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

   b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

   c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

   d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

## 23. Questions and Communication

All questions regarding the RLI are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RLI name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

## 24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

## PROJECT TEAM

RLI NUMBER _____

Federal I.D.#_____

**PRIME**

| Role | Name of Individual Assigned to Project | Number of Years Experience | Education, Degrees |
|---|---|---|---|
| Principal-In-Charge | | | |
| Project Manager | | | |
| Asst. Project Manager | | | |
| Other Key Member | | | |
| Other Key Member | | | |

**SUB-CONSULTANT**

| Role | Company Name and Address of Office Handling This Project | Name of Individual Assigned to the Project |
|---|---|---|
| Surveying | | |
| | | |
| Landscaping | | |
| | | |
| Engineering | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |
| Other Key Member | | |
| | | |

(use attachments if necessary)

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RLI Number & Title: _____ Contractor's Name: _____

| Name of Firm | Contact Person, Telephone Number | Type of Work to be Performed | Contract Amount/Percentage |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

***(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)***

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly ___ YES ___ NO

EXHIBIT "B"
SMALL BUSINESS ENTERPRISE
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Contractor)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

_____

_____

_____

_____ _____
(Date) (Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____day of

_____, _____, I invited the following SBE CONTRACTOR(s) to bid

work items to be performed in the City of Pompano Beach:

| SBE Contractor Address | Work Items Sought | Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Said SBE CONTRACTOR(s):

___ Did not bid in response to the invitation

___ Submitted a bid that was not the low responsible bid

___ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI #_____

1. What portions of the contract have you identified as SBE opportunities?

_____

_____

_____

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

_____

_____

_____

3. Did you send written notices to SBEs?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

_____

_____

7. List the SBEs you will utilize and subcontract amount/percentage.

_____

_____

_____

8. Other comments: _____

_____

_____

_____

_____

Note: Please attach the unavailability letters with this report.

EXHIBIT E
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

RLI Number & Title: _____ Prime Contractor's Name: _____

| Name of Firm, Address | Contact Person, Telephone Number | Type of Work to be Performed | Contract Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |

EXHIBIT F
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number_____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

_____

_____

_____

_____

_____

_____

_____

_____

_____

at the following price: _____

_____ _____
(Date) (Name of Local Business Contractor)

BY: _____

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI #_____

I,_____
(Name and Title)

of_____, certify that on the _____day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

| Business Name, Address | Work Items Sought | Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Said Local Businesses:

___ Did not bid in response to the invitation

___ Submitted a bid which was not the low responsible bid

___ Other:_____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI #_____

1. What portions of the contract have you identified as Local Business opportunities?

_____

_____

_____

_____

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

_____

_____

_____

3. Did you send written notices to Local Businesses?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

_____

_____

7. List the Local Businesses you will utilize and subcontract amount.

_____ $_____

_____ $_____

_____ $_____

8. Other comments: _____

_____

_____

_____

_____

EXHIBIT I

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI #_____

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.) You must include copies of the MBE certificates for each firm listed.

| Name of Firm | Certificate Included? |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

## STATEMENT OF NO RESPONSE
### E-31-15 CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS

If you do not intend to submit on this requirement, please complete and return this form by the submittal deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

We, the undersigned, have declined to submit on this solicitation for the following reason(s):

_____ We do not offer this product or an equivalent

_____ Our workload would not permit us to perform

_____ Insufficient time to respond to the Request for Letters of Interest

_____ Unable to meet specifications (explain below)

_____ Other (specify below)

Remarks _____

_____

_____

_____

_____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

Exhibit B

# CRAIG A. SMITH & ASSOCIATES, INC.
# 2015
# HOURLY RATE SCHEDULE

| | |
|---|---|
| Principals | $210.00 |
| Court Testimony | $200.00 |
| Vice President | $175.00 |
| Senior Supervising Engineer | $168.00 |
| Supervising Engineer | $151.00 |
| Project Manager | $130.00 |
| Project Engineer | $105.00 |
| Senior Engineering Technician | $112.00 |
| Engineering Technician | $86.00 |
| CADD Technician | $81.00 |
| Senior Field Representative | $112.00 |
| Field Representative | $90.00 |
| Senior Professional Surveyor & Mapper | $124.00 |
| Professional Surveyor and Mapper | $108.00 |
| Survey Coordination Manager | $90.00 |
| Survey Technician | $86.00 |
| Clerical | $55.00 |
| Survey Crew (2-man), Vehicle, Standard Equipment | $145.00 |
| Survey Crew, Vehicle, GPS | $180.00 |
| Survey Crew - overtime | $160.00 |
| Survey Crew (3-man), Vehicle, Standard Equipment | $185.00 |
| Survey Crew - pile staking | $180.00 |

***These rates are in effect for services rendered commencing March 1, 2015 and are subject to change.***

**CRAIG A. SMITH & ASSOCIATES, INC.**

**2015**
**REIMBURSABLE EXPENSES**

| | |
|---|---|
| • 3D Scanner Usage | $3,000.00/day |
| • Computer Usage (CADD) | $2.50/hour |
| • Reproductions | |
| Engineering (24 x 36) | $2.50/sht |
| Engineering Color | $3.50/sht |
| Standard Copies | $0.30/sht |
| Standard Color | $0.40/sht |
| Ledger (11 x 17) | $0.40/sht |
| Ledger Color | $0.55/sht |
| • Recording & Permit Fees | Cost + 10% |
| • Services of Outside Consultants | Cost + 10% |
| • Federal Express or Courier Services | Cost + 10% |
| • Commercial Air Travel | Cost + 10% |
| • Long Distance Phone | Cost + 10% |
| • Auto Travel Expense | $ 0.56 / mile |
| • Meals – Per Diem | $35.00 |
| • Lodging | Cost + 10% |

***These rates are in effect for services rendered commencing March 1, 2015 and are subject to change.***

CRAI2-C OP ID: DE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/01/2015

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 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
Sena & Whitney Corp Office
Sena & Whitney, LLC
190 Glades Rd Suite C
Boca Raton, FL 33432

CONTACT NAME:
PHONE (A/C, No, Ext): 561-210-8715 FAX (A/C, No): 561-210-8716
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Security National Insurance Co | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Craig A. Smith &
Associates, INC.
Stephen McBride
7777 Glades Road Suite 410
Boca Raton, FL 33434

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | CLAIMS-MADE OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED / RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N | N/A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | PROFESSIONAL E & O | | | SES1123057 | 04/01/2015 | 04/01/2016 | EA CLAIM | 1,000,000 |
| | | | | | | | AGGREGATE | 2,000,000 |

APPROVED RISK MANAGEMENT DATE 10/01/15

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

CERTIFICATE HOLDER POMPAN4

CITY OF POMPANO BEACH
PO BOX 1300
POMPANO BEACH, FL 33061

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/04/2015

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 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 | CONTACT NAME: | |
|---|---|---|
| | PHONE (A/C, No, Ext): 1-800-277-1620 x4600 | FAX (A/C, No): (727) 797-0704 |
| FrankCrum Insurance Agency, Inc.<br>100 South Missouri Avenue<br>Clearwater, FL 33756 | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC# |
| | INSURER A: Frank Winston Crum Insurance Co. | 11600 |
| INSURED | INSURER B: | |
| | INSURER C: | |
| FrankCrum U/C/F Craig A. Smith & Associates, Inc.<br>100 South Missouri Avenue<br>Clearwater, FL 33756 | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES — CERTIFICATE NUMBER: 323536 — REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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 INSRD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | CLAIMS-MADE / OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PROJECT / LOC | | | | | | PRODUCTS-COMP/OP AGG | $ |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED / RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under<br>DESCRIPTION OF OPERATIONS below | N/A | | WC201500000 | 01/01/2015 | 01/01/2016 | X WC STATUTORY LIMITS / 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 |
| | | | | APPROVED RISK MANAGEMENT ON: 10/01/15 BY: JM | | | | |

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

Effective 12/01/2011, coverage is for 100% of the employees of FrankCrum leased to Craig A. Smith & Associates, Inc. (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| City of Pompano Beach<br>Attn: Risk Manager<br>PO Box 1300<br>Pompano Beach, FL 33061 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE |

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ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/02/2015

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 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
Marsh Sponsored Programs
a service of Seabury & Smith, Inc.
PO Box 14404
Des Moines, IA 50306-9686

CONTACT NAME:
PHONE (A/C, No, Ext): 1-877-320-9393 FAX (A/C, No): 516-365-0895
E-MAIL ADDRESS: riskmanagement@marshpm.com Vendor ID: 31459

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Old Republic Insurance Company | 24147 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
CRAIG A. SMITH & ASSOCIATES
7777 Glades Road Suite 410
Boca Raton, FL 33434

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC<br>OTHER: | | | APPROVED RISK MANAGEMENT ON: 10/01/15 BY: | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>X SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | X | X | L106034-15 | 04/27/2015 | 04/27/2016 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CPBR: 2QL2

Policy provides protection for any & all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional Insured where required by written contract. Waiver of Subrogation included where required by written contract. Insurance is primary and non-contributory.
Additional Insured: City of Pompano Beach

CERTIFICATE HOLDER

City of Pompano Beach

Attn: Risk Manager
PO Box 1300

Pompano Beach, FL 33061

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Client#: 13062 CRAIGSMI

# ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/02/2015

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 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
Cypress Insurance Group
PO Box 9328
Fort Lauderdale, FL 33310-9328
954 771-0300

CONTACT NAME: Jeanne B. Bender
PHONE (A/C, No, Ext): 954 771-0300 FAX (A/C, No): 954 772 9424
E-MAIL ADDRESS: Jeanne B. Bender

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Phoenix Insurance Company | 25623 |
| INSURER B: Ohio Casualty Insurance Company | 24074 |
| INSURER C: Commerce & Industry Insurance | 19410 |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Craig A. Smith & Associates
PO Box 880128
Boca Raton, FL 33488

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | | | X660505M2249PHX1 | 12/01/2014 | 12/01/2015 | EACH OCCURRENCE | $1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | BAS53319679 | 12/01/2014 | 12/01/2015 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / X SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| C | X UMBRELLA LIAB / X OCCUR | | | BE067929318 | 12/12/2014 | 12/01/2015 | EACH OCCURRENCE | $5,000,000 |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | AGGREGATE | $5,000,000 |
| | DED / X RETENTION $0 | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

APPROVED
RISK MANAGEMENT
ON: 10/07/15
BY: JM

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

Re: Continuing Contract for Engineering Services
Blanket Additional Insured Form #CG D3 81 09 07 applies to the General Liability and per the written contract or agreement is deemed to include the certificate holder subject to the policy terms, conditions and exclusions that apply.

CERTIFICATE HOLDER

City of Pompano Beach, Attn:
Risk Manager
PO Box 1300
Pompano Beach, FL 33061

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Roger B. Bond

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Meeting Date: October 27,2015 Agenda Item 42

REQUESTED COMMISSION ACTION:

____ Consent X Ordinance ____ Resolution ____ Consideration ____ Workshop

SHORT TITLE **AN ORDINANCE AMENDING CHAPTER 96, "HEALTH AND SAFETY," OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 96.13, "SERVICE CHARGES," TO INCREASE THE SERVICE CHARGES FOR COLLECTION AND DISPOSAL OF REFUSE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

OR MOTION:

Summary of Purpose and Why: The Public Works Department received from Waste Management a notice of adjustment of disposal rates to be effective October 1, 2015. This change is in accordance with our current Waste Management contract which allows an annual rate adjustment based on the Consumer Price Index (CUURA320SA0) and Producer Price Index (WPUSOP3130). The disposal adjustment based on the Indexes is an applied 1.17% increase. No price adjustment was requested to the hauling portion of the rates.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Russell Ketchem, Solid Waste Manager
(2) Primary staff contact: Robert McCaughan, Public Works Director Ext. 4097
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER |
|---|---|---|---|
| Public Works | 10/2/15 | Approve | Robert McCaughan |
| Finance | 10/2/15 | approve | S. Gibbs |
| Budget | 10-5-15 | Approve | |
| City Attorney | 10/20/15 | | |

___ Advisory Board
___ Development Services Director
x City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | | Resolution | | Consideration | Workshop |
|---|---|---|---|---|---|
| 1st Reading Approved | 10/13/15 | 1st Reading | | Results: | Results: |
| 2nd Reading | 10/27/15 | | | | |

**City Attorney's Communication #2015-526**
September 24, 2015

**TO:** Russell Ketchem, Solid Waste Manager

**FROM:** Jill R. Mesojedec, FRP, Paralegal

**VIA:** Mark E. Berman, City Attorney

**RE:** Ordinance Amending Chapter 96, "Health and Safety"

As requested in your e-mail of September 23, 2015, the following form of Ordinance, relative to the above-referenced matter, has been prepared and is attached:

> **AN ORDINANCE AMENDING CHAPTER 96, "HEALTH AND SAFETY," OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 96.13, "SERVICE CHARGES," TO INCREASE THE SERVICE CHARGES FOR COLLECTION AND DISPOSAL OF REFUSE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Please feel free contact me if I may be of further assistance.

JILL R. MESOJEDEC

/jrm
l:cor/pw/2015-526

Attachment

**ORDINANCE NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**AN ORDINANCE AMENDING CHAPTER 96, "HEALTH AND SAFETY," OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 96.13, "SERVICE CHARGES," TO INCREASE THE SERVICE CHARGES FOR COLLECTION AND DISPOSAL OF REFUSE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

**WHEREAS,** a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That Section 96.13, "Service Charges," of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

**§ 96.13 SERVICE CHARGES.**

There is hereby levied and assessed against each and every person, firm, partnership, corporation, or other legal entity owning, occupying or using any building, structure, residence, duplex unit, triplex unit, multiple dwelling unit, or commercial establishment within the corporate limits of the city and upon each and every condominium association and cooperative association a service charge or charges for the collection of refuse by the city in accordance with the following schedule. In addition, a special services fee to cover the city's cost for bulk waste pickup, collection of illegally dumped material, and recycling shall be added to each residential customer account.

(A) Garbage and horticultural trash.

(1) Residence, duplex, and triplex without bulk containers.

| | |
|---|---|
| Residence | ~~$16.28~~ $16.29 per month |
| Duplex per unit | ~~$15.68~~ $15.69 per month |
| Triplex per unit | ~~$15.07~~ $15.08 per month |

For residential accounts using can service, which are billed by the unit, a charge of $2.64 per unit per month, shall be imposed. An additional fee of $5.97 per month shall be imposed for collection other than curbside and must be for a minimum of three months. This fee may be imposed where the design of the property prohibits the service vehicle from entering the location for the collection of waste, thus requiring walk-out service. Properties may request this service by writing to the City Manager or his designee. This fee may be waived by city where all occupants of a dwelling unit are physically incapacitated and unable to transport their garbage curbside. Proof of physical incapacity or inability must be provided to the City Manager or his designee and he may impose such reasonable conditions as may be required for waiver and certification.

| | | | |
|---|---|---|---|
| (2) | Residences, duplex, triplex, and multiple dwellings with: | | |
| | (a) | Non-compactor type bulk containers, per pickup: | ~~$5.98~~ $5.99 per cubic yard plus rental and maintenance charges as set out in Schedules A and B below |

. . .

| | | | |
|---|---|---|---|
| | (c) | Compactor-type bulk containers, per pickup: | ~~$20.18~~ $20.21 per compacted cubic yard plus rental and maintenance charges as set out in Schedules B and C below |

. . .

| | | | |
|---|---|---|---|
| | (f) | Compacted special pickup per cubic yard | ~~$29.82~~ $29.83 |
| (3) | Multiple dwellings without bulk containers. | | ~~$10.21~~ $10.22 per unit per month |
| (4) | Commercial establishments without bulk containers. | | ~~$29.51~~ $29.67 per month for two garbage receptacles plus ~~$14.77~~ $14.85 per month for each additional garbage receptacle. |
| (5) | Commercial establishments with: | | |
| | (a) | Non-compactor type bulk containers, per pickup: | ~~$20.18~~ $20.34 per cubic yard plus rental and maintenance charges as set out in Schedules A and B below. |

| | | |
|---|---|---|
| (b) | Compactor-type bulk containers, per pickup: | ~~$70.57~~ $71.21 per compacted cubic yard plus rental and maintenance charges as set out in Schedules A and B below. |
| (c) | Non-compactor special pickup per cubic yard: | ~~$22.78~~ $22.94 |

. . .

(7) Trailer parks. The charge for collection shall be ~~$13.56~~ $13.57 per month per pad space for each trailer park regardless of whether any pad spaces are occupied or vacant. Trailer parks using bulk containers shall pay the rental and maintenance charges as set out in Schedule A and Schedule B, plus ~~$5.98~~ $5.99 per cubic yard per pickup of the bulk containers. The charges provided in this chapter for trailer parks shall be billed at the end of each month to the operator of the trailer park.

. . .

**SECTION 2.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 3.** This Ordinance shall become effective immediately upon passage.

**PASSED FIRST READING** this _____ day of _____, 2015.

**PASSED SECOND READING** this _____ day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

:jrm
9/24/15
L:ord/ch96/2015-525

**Waste Management**
**POMPANO RATE SCHEDULE**
**EFFECTIVE: October 1, 2015**

| | | | |
|---|---|---|---|
| Transp. Index Change | 0.00% | $ 79.38 | = Tipping Fee 2015 |
| 80% of Change Max 7% | 0.00% | $ 78.46 | = Tipping Fee 2014 |
| | | $0.92 | = Change |

| TYPE OF SERVICE | | Current Rate | | 06/14 vs 06/15 80% Transp Index Adj. | | Disposal Adj. | | Revised Rate |
|---|---|---|---|---|---|---|---|---|
| **RESIDENTIAL:** | | | | | | | | |
| SINGLE UNIT | | $16.28 | | $0.00 | | $0.01 | | $16.29 |
| DUPLEX UNIT | | $15.68 | | $0.00 | | $0.01 | | $15.69 |
| TRIPLEX UNIT | | $15.07 | | $0.00 | | $0.01 | | $15.08 |
| BACK DOOR SERVICE (added for 2004/5) | | $5.97 | | $0.00 | | $0.00 | | $5.97 |
| RESIDENTIAL CONTAINER PER YARD | * | $5.98 | | $0.00 | | $0.01 | | $5.99 |
| RESIDENTIAL COMPACTOR PER YARD | * | $20.18 | | $0.00 | | $0.03 | | $20.21 |
| TRAILER PAD | | $13.56 | | $0.00 | | $0.01 | | $13.57 |
| MULTIPLE DWELLING CANS | | $10.21 | | $0.00 | | $0.01 | | $10.22 |
| MONTHLY CONTAINER MAINTENANCE: | | | | | | | | |
| 2 CUBIC YARDS | | $19.70 | | $0.00 | | $0.00 | | $19.70 |
| 3 CUBIC YARDS | | $24.71 | | $0.00 | | $0.00 | | $24.71 |
| 4 CUBIC YARDS | | $29.63 | | $0.00 | | $0.00 | | $29.63 |
| 6 CUBIC YARDS | | $34.53 | | $0.00 | | $0.00 | | $34.53 |
| 8 CUBIC YARDS | | $39.49 | | $0.00 | | $0.00 | | $39.49 |
| SHORT,EASY ROLLOUT,PER ROLLOUT,PER WEEK | | | | | | | | |
| (10-20 FEET,STRAIGHT ROLLOUT,PAVED AREA) | | $19.70 | | $0.00 | | $0.00 | | $19.70 |
| LONG,DIFFICULT ROLLOUT,PER ROLLOUT,PER WEEK | | | | | | | | |
| ( > 20 FEET,AROUND CORNER,OFF PAVEMENT) | | $29.63 | | $0.00 | | $0.00 | | $29.63 |
| CASTERS | | $5.92 | | $0.00 | | $0.00 | | $5.92 |
| MONTHLY COMPACTOR MAINTENANCE: | | | | | | | | |
| 2 CUBIC YARDS | | $59.23 | | $0.00 | | $0.00 | | $59.23 |
| 3 CUBIC YARDS | | $74.04 | | $0.00 | | $0.00 | | $74.04 |
| 4 CUBIC YARDS | | $89.82 | | $0.00 | | $0.00 | | $89.82 |
| 6 CUBIC YARDS | | $103.62 | | $0.00 | | $0.00 | | $103.62 |
| 8 CUBIC YARDS | | $118.46 | | $0.00 | | $0.00 | | $118.46 |
| SPECIALS (Non-compacted special pickup per cubic yard) | | $8.76 | | $0.00 | | $0.00 | | $8.76 |
| SPECIALS (Compacted special pickup per cubic yard) | | $29.82 | | $0.00 | | $0.01 | | $29.83 |

* Multifamily Container rates were increased to include an $2.22 per loose yard, $8.88 per compacted yard "Special Services" charge which Southern collects and remits to the city. This charge is not included in Revenue. This rate is per letter from Pompano Beach dated 11/10/2009 up from $.93/$3.72 in prior years.

**Waste Management**
**POMPANO RATE SCHEDULE**
**EFFECTIVE: October 1, 2015**

| | | | |
|---|---|---|---|
| Transp. Index Change | 0.00% | $ 79.38 | = Tipping Fee 2015 |
| 80% of Change | 0.00% | $ 78.46 | = Tipping Fee 2014 |
| = Change | | $ 0.92 | = Change |

| TYPE OF SERVICE | Revised Rate | 06/14 vs 06/15 80% Transp Index Adj. | Disposal Adj. | Revised Rate |
|---|---|---|---|---|
| **COMMERCIAL:** | | | | |
| COMMERCIAL CANS( 2-30gal containers 2x/wk ) | $29.51 | $0.00 | $0.16 | $29.67 |
| EACH ADD'L CAN | $14.77 | $0.00 | $0.08 | $14.85 |
| COMMERCIAL CONTAINER PER YARD | $20.18 | $0.00 | $0.16 | $20.34 |
| COMMERCIAL COMPACTOR PER YARD | $70.57 | $0.00 | $0.64 | $71.21 |
| MONTHLY CONTAINER MAINTENANCE: | | | | |
| 2 CUBIC YARDS | $20.92 | $0.00 | $0.00 | $20.92 |
| 3 CUBIC YARDS | $26.14 | $0.00 | $0.00 | $26.14 |
| 4 CUBIC YARDS | $31.39 | $0.00 | $0.00 | $31.39 |
| 6 CUBIC YARDS | $36.58 | $0.00 | $0.00 | $36.58 |
| 8 CUBIC YARDS | $41.81 | $0.00 | $0.00 | $41.81 |
| SHORT,EASY ROLLOUT,PER ROLLOUT,PER WEEK | | | | |
| (10-20 FEET,STRAIGHT ROLLOUT,PAVED AREA) | $20.92 | $0.00 | $0.00 | $20.92 |
| LONG,DIFFICULT ROLLOUT,PER ROLLOUT,PER WEEK | | | | |
| ( > 20 FEET,AROUND CORNER,OFF PAVEMENT) | $31.39 | $0.00 | $0.00 | $31.39 |
| CASTERS | $6.24 | $0.00 | $0.00 | $6.24 |
| SPECIALS | $22.78 | $0.00 | $0.16 | $22.94 |
| MONTHLY COMPACTOR MAINTENANCE: | | | | |
| 2 CUBIC YARDS | $62.72 | $0.00 | $0.00 | $62.72 |
| 3 CUBIC YARDS | $78.43 | $0.00 | $0.00 | $78.43 |
| 4 CUBIC YARDS | $95.15 | $0.00 | $0.00 | $95.15 |
| 6 CUBIC YARDS | $109.77 | $0.00 | $0.00 | $109.77 |
| 8 CUBIC YARDS | $125.46 | $0.00 | $0.00 | $125.46 |

**ROLLOFF SERVICES**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 15/20 YARD MAINTENANCE | | $155.66 | | $0.00 | | $0.00 | | $155.66 |
| 15/20 YARD PER PULL ** | | $261.30 | | $0.00 | | $0.00 | | $261.30 |
| 30/40 YARD MAINTENANCE | | $174.07 | | $0.00 | | $0.00 | | $174.07 |
| 30/40 YARD PER PULL ** | | $410.21 | | $0.00 | | $0.00 | | $410.21 |
| PACKERS ** | | $319.33 | | $0.00 | | $0.00 | | $319.33 |

** Excludes disposal rate which will be charged separately based on whether load is processable or non processable and the rates in effect at the time of service

**TEMPORARY ROLLOFF SERVICES**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 15 YARD OPEN TOP | | $364.10 | | $ - | | $0.00 | | $364.10 |
| 20 YARD OPEN TOP | | $435.58 | | $ - | | $0.00 | | $435.58 |
| 30 YARD OPEN TOP | | $546.22 | | $ - | | $0.00 | | $546.22 |

Temporary Rolloff Disposal Increase Calculation:

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Disposal Rate per Yard | | $ | 12.50 | | | | $ | 12.50 |
| 15 YARD OPEN TOP | 15 | $ | 187.50 | | | $ - | $ | 187.50 |
| 20 YARD OPEN TOP | 20 | $ | 250.00 | | | $ - | $ | 250.00 |
| 30 YARD OPEN TOP | 30 | $ | 375.00 | | | $ - | $ | 375.00 |
| Collection: | | | | | | | | |
| 15 YARD OPEN TOP | 15 | $ | 176.60 | $ | - | | $ | 176.60 |
| 20 YARD OPEN TOP | 20 | $ | 185.58 | $ | - | | $ | 185.58 |
| 30 YARD OPEN TOP | 30 | $ | 171.22 | $ | - | | $ | 171.22 |
| Total Rate: | | | | | | | | |
| 15 YARD OPEN TOP | 15 | $ | 364.10 | $ | - | $ - | $ | 364.10 |
| 20 YARD OPEN TOP | 20 | $ | 435.58 | $ | - | $ - | $ | 435.58 |
| 30 YARD OPEN TOP | 30 | $ | 546.22 | $ | - | $ - | $ | 546.22 |

WASTE MANAGEMENT

**Facility: Reuter Recycling**
**Computation of Tipping Fee Increase** **FINAL**
**Effective: October 1, 2015**
**For the City of Pompano Beach**

| | Index Measurement | | |
|---|---|---|---|
| Series ID | **WPUSOP3130** Producer Price | | **CUURA320SA0** Consumer Price |
| Index as of | | Index as of | |
| 9/30/2013 | **151.30** | 10/31/13 | **238.858** |
| 9/30/2014 | **152.70** | 10/31/14 | **244.130** |
| Percent Change | 0.93% | Percent Change | 2.21% |
| | (P) = preliminary | | |

| Tipping Fee Adjustment % : | |
|---|---|
| Producer Price | 0.93% |
| Consumer Price | 2.21% |
| Total Change | 3.13% |
| divided by | 2 |
| Average Change | 1.566% |
| percentage of change approved | 75.00% |
| Tipping fee adjustment % | 1.17% |

| Fee Structure | | |
|---|---|---|
| **September 30, 2014 base fee** | **$ 78.46** | **$ 78.46** |
| Tipping fee adjustment % | 1.17% | |
| Tipping fee adjustment | $ 0.92 | $ 0.92 |
| **October 1, 2015 base fee** ----------> | | **$ 79.38** |

| **Rebate** | | |
|---|---|---|
| Rebate - October 1, 2014 | $ 880,627 | $ 880,626.91 |
| Tipping fee adjustment % | 1.17% | |
| Rebate - adjustment | 10,344.56 | $ 10,344.56 |
| Rebate - October 1, 2015 | | **$ 890,971.47** |

## Consumer Price Index - All Urban Consumers
## Original Data Value

**Series Id:** CUURA320SA0
**Not Seasonally Adjusted**
**Area:** Miami-Fort Lauderdale, FL
**Item:** All items
**Base Period:** 1982-84=100
**Years:** 2011 to 2015

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Annual | HALF1 | HALF2 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2011 | | 227.451 | | 231.503 | | 231.197 | | 232.749 | | 232.141 | | 231.794 | 230.851 | 229.524 | 232.178 |
| 2012 | | 234.043 | | 236.095 | | 233.991 | | 236.110 | | 236.793 | | 235.023 | 235.207 | 234.526 | 235.889 |
| 2013 | | 238.524 | | 238.124 | | 237.815 | | 237.438 | | 238.858 | | 239.417 | 238.179 | 237.921 | 238.437 |
| 2014 | | 242.268 | | 244.073 | | 243.428 | | 243.124 | | 244.130 | | 242.676 | 243.147 | 242.921 | 243.372 |
| 2015 | | 243.283 | | 245.195 | | 246.245 | | | | | | | | 244.327 | |

## Producer Price Index-Commodities
## Original Data Value

**Series Id:** WPUSOP3130
**Not Seasonally Adjusted**
**Group:** Stage of processing
**Item:** Consumer durable goods
**Base Date:** 198200
**Years:** 2011 to 2015

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2011** | 145.7 | 146.0 | 146.2 | 146.8 | 146.6 | 146.9 | 147.2 | 147.3 | 147.3 | 149.7 | 149.7 | 149.5 |
| **2012** | 150.2 | 150.3 | 150.3 | 150.5 | 150.2 | 150.4 | 151.0 | 150.9 | 150.5 | 152.5 | 152.7 | 152.5 |
| **2013** | 152.3 | 152.3 | 152.2 | 152.2 | 151.8 | 151.6 | 151.3 | 151.3 | 151.3 | 153.4 | 153.7 | 154.0 |
| **2014** | 154.4 | 154.4 | 153.6 | 153.5 | 153.2 | 153.0 | 153.0 | 153.0 | 152.7 | 155.2 | 155.0 | 154.5 |
| **2015** | 155.4 | 156.1 | 155.9 | 155.6 | 155.6 | 155.4 | 155.6 | | | | | |

Meeting Date: October 27, 2015 Agenda Item 43

REQUESTED COMMISSION ACTION:

____ Consent X Ordinance ____ Resolution ____ Consideration ____ Workshop

SHORT TITLE **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE ADDENDUM NO. 12 TO CONTRACT FOR COLLECTION AND DISPOSAL OF SOLID WASTE BETWEEN THE CITY OF POMPANO BEACH AND WASTE MANAGEMENT INC. OF FLORIDA EXTENDING THE TERM OF THE ORIGINAL AGREEMENT AND APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE NEW AGREEMENT FOR COLLECTION OF SOLID WASTE BETWEEN THE CITY OF POMPANO BEACH AND WASTE MANAGEMENT INC. OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

OR MOTION:

Summary of Purpose and Why: The Public Works Department has successfully completed the RFP process and has negotiated a new hauling contract with Waste Management. The new contract will commence March 1, 2016. This will allow for multiple educational flyers to be distributed; meetings with residents and businesses to occur; new carts to be ordered and distributed. In order to maintain services until the new contract commences, it is necessary to amend (Addendum #12) the 1984 contract.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Russell Ketchem, Solid Waste Manager
(2) Primary staff contact: Robert McCaughan, Public Works Director Ext. 4097
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER |
|---|---|---|---|
| Public Works | 10/2/15 | Approve | Robert McCaughan |
| Finance | 10/2/15 | Approve | S. Sibble |
| Budget | 10-5-15 | Approve | |
| City Attorney | 10/2/15 | | |

___ Advisory Board
___ Development Services Director
x City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | | Resolution | | Consideration | Workshop |
|---|---|---|---|---|---|
| 1st Reading Approved | 10/13/15 | 1st Reading | | Results: | Results: |
| 2nd Reading | 10/27/15 | | | | |

H:\KetRus\My Documents\Solid Waste Hauling Contract Renewal\Kessler\RFP\Waste Management Negotiations\Final Documents\Agenda Item Cover Sheet 2015-16 1984 Contract Extention and New Contract.docx

pompano beach
Florida's Warmest Welcome

Solid Waste Division
Russell S. Ketchem, Solid Waste Manager

City of Pompano Beach, Florida

1190 NE 3rd Avenue, Bldg B Pompano Beach, Florida 33060 | p: 954.786.5516 | f: 954.786.4011

# MEMORANDUM

TO: Dennis Beach, City Manager

VIA: Robert McCaughan, Director Public Works

FROM: Russell Ketchem, Solid Waste Manager

DATE: October 2, 2015

SUBJECT: Solid Waste Hauling Agreement

Overview:

October 2011 internal discussions began to discuss the City's solid waste system and existing contracts. It was decided that the City would hire a consultant to provide an assessment of the City's solid waste and recycling services system and provide options and recommendations for the City's future solid waste program. In February 2012, the City placed an RFP for solid waste services consulting. September 2012 the City entered into an agreement with Kessler Consulting. August 2013 Kessler Consulting provided a report that provided recommendations pertaining to the City's solid waste system based on the evaluation of industry trends and the applicability of those trends in the City's environment. After review of the report from Kessler Consulting, the City decided to move forward with an RFP for solid waste hauling services. October 2014 the City issued an RFP for solid waste hauling. March 2015 the City was provided authorization to negotiate a new solid waste hauling contract with the top raked firm, Waste Management.

Current:

Staff has completed negotiations with Waste Management for a new hauling contract. This new contract provides many enhancements to the current services to Pompano Beach residents and commercial sectors.

In order to provide time to create, implement and distribute educational pieces; order and distribute new carts; and educate the public, the new solid waste hauling contract will not commence until March 1st 2016. During that time, the current (1984 Solid Waste Agreement) will continue under the terms of that agreement.

Below are some highlights to the new solid waste hauling contract.

- The term of the Contract is an initial 5-year contract with an option to renew contract with an expiration date of September 15th 2022. This will align both the solid waste hauling and disposal contracts, ultimately providing the City a better negotiating position for future contracts.
- The overall savings to the solid waste system is in excess of $3,600,000 annually, and over $25,200,000 for the length of the contract.
- The Contract provides for exclusive hauling rights for all residential and commercial materials, with the exception of commercial recovered materials and temporary commercial construction and demolition (C&D) removal less than 10 cubic yards. Typically, these are small home projects or roofing projects.
- The contract will become effective March 1st 2016.
- Under the terms of the 1984 contract, the hauling rates will remain unchanged during the October 1st 2015 annual rate adjustment. (Note: The disposal rates will be adjusted as per Disposal Agreement.)
- Educational outreach will start in December 2015. This effort will be from mailed printed materials, website, newsprint, residential HOA and commercial one-on-one meetings and door to door information distribution.
- Collection will move to 96-gallon roll carts for garbage and 65-gallon roll carts for recycling. Residents will start receiving the new carts in late January 2016.
- Residential collection of garbage will remain at twice per week; recycling services will remain at once per week; curbside bulk services will be once per week; and a residential bulk drop-off will be available once per week. This is a permanent bulk drop-off location which will be open each Saturday to allow residents to dispose of any bulky waste (including construction type debris).
- Multifamily and Trailer Parks will receive recycling as part of the solid waste service. AND are allowed to bring materials to the bulk waste drop-off location.
- A disposal true-up will occur annually. This will protect the City during times where the estimated tonnage is higher and will provide a refund if the tonnage is lower.
- New communication system to track customer complaints or concerns (Track Ease) will be implemented. This will provide quicker response and improve customer service.
- WMI will provide to the City $50,000 annually for the administration of this Contract.
- A 12% franchise fee on temporary C&D roll-offs will be implemented.

**City Attorney's Communication #2016-02**
October 1, 2015

**TO:** Russell Ketchem, Solid Waste Manager

**FROM:** Carrie L. Sarver, Assistant City Attorney

**RE:** Ordinance – Addendum No. 12 to Contract for Collection and Disposal of Solid Waste and New Agreement for Collection of Solid Waste

As requested, the following form of Ordinance, relative to the above-referenced matter, has been prepared and is attached:

> **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE ADDENDUM NO. 12 TO CONTRACT FOR COLLECTION AND DISPOSAL OF SOLID WASTE BETWEEN THE CITY OF POMPANO BEACH AND WASTE MANAGEMENT INC. OF FLORIDA EXTENDING THE TERM OF THE ORIGINAL AGREEMENT AND APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE NEW AGREEMENT FOR COLLECTION OF SOLID WASTE BETWEEN THE CITY OF POMPANO BEACH AND WASTE MANAGEMENT INC. OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Please feel free contact me if I may be of further assistance.

CARRIE L. SARVER

/jrm
l:cor/pw/2016-02

Attachment

**ORDINANCE NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE ADDENDUM NO. 12 TO CONTRACT FOR COLLECTION AND DISPOSAL OF SOLID WASTE BETWEEN THE CITY OF POMPANO BEACH AND WASTE MANAGEMENT INC. OF FLORIDA EXTENDING THE TERM OF THE ORIGINAL AGREEMENT AND APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE NEW AGREEMENT FOR COLLECTION OF SOLID WASTE BETWEEN THE CITY OF POMPANO BEACH AND WASTE MANAGEMENT INC. OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

**WHEREAS**, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That Addendum No. 12 to the Contract for Collection and Disposal of Solid Waste and the new Agreement for Collection of Solid Waste between the City of Pompano Beach, Florida, and Waste Management Inc. of Florida, copies of which Agreements are attached hereto and incorporated herein by reference as if set forth in full, are hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreements.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this _____ day of _____, 2015.

**PASSED SECOND READING** this _____ day of _____, 2015.

_____

**LAMAR FISHER, MAYOR**

**ATTEST:**

_____

**ASCELETA HAMMOND, CITY CLERK**

/jrm
9/28/15
L:ord/2015-528

# ADDENDUM NO. 12
# TO CONTRACT FOR
# COLLECTION AND DISPOSAL OF SOLID WASTE

---

**THIS ADDENDUM** is made and entered this _____ day of _____ 2015, by and between the **CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and **WASTE MANAGEMENT INC. OF FLORIDA**, hereinafter referred to as the "CONTRACTOR."

**WHEREAS,** that a contract between the parties commenced on October 1, 1984, providing for the collection and disposal by CONTRACTOR of solid waste generated within the city and said Contract has been amended by Addendum No. 1 through Addendum No. 11 thereto (the "Contract"); and

**WHEREAS,** the Original Agreement, expires on October 31, 2015; and

**WHEREAS,** the parties desire to extend the term of the Original Agreement up to one hundred and fifty day (150) days.

**W I T N E S S E T H :**

**IN CONSIDERATION** of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and BOARD agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The Original Agreement dated October 1, 1984, and subsequently amended, copies of which are attached hereto and made a part hereof as Composite Exhibit "A," shall remain in full force and effect except as specifically amended herein below.

3. The parties hereto agree to extend the Original Agreement up to one hundred and fifty (150) days.

4. All terms, covenants and conditions contained in the Original Agreement, with the exception of the provision for the extension, hereinabove, shall remain unchanged, and the parties agree to keep, observe and perform all covenants and conditions contained herein.

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as thought the extension had been originally included in the Agreement.

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

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____
ASCELETA HAMMOND, CITY CLERK (SEAL)

Approved by:

_____
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

**"CONTRACTOR":**

Witnesses:

**WASTE MANAGEMENT INC. OF FLORIDA**
a Florida corporation

Ronald Kaplan
Print Name

By: _____

Tim Hawkins
Typed or Printed Name

Luigi Pace
Print Name

Title: President

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28 day of September, 2015, by Timothy B. Hawkins as President of WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Denise Logue
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

DENISE LOGUE
MY COMMISSION # FF247189
EXPIRES July 06, 2019
(407) 398-0153
FloridaNotaryService.com

MEB/cls
9/25/2015
L:agr/pw/2015-1659

9

A CONTRACT BETWEEN THE

CITY OF POMPANO BEACH

AND

BROWARD DISPOSAL,
A SUBSIDIARY OF WASTE MANAGEMENT, INC. OF FLORIDA

FOR

COLLECTION AND DISPOSAL

OF

SOLID WASTE

OCTOBER 1, 1984

THROUGH

SEPTEMBER 30, 1989

# CONTRACT

The City of Pompano Beach, a municipal corporation of the State of Florida, Broward County, Florida, shall hereinafter be referred to as "the City" and Broward Disposal, a division of Waste Management of Florida, Inc., shall hereinafter be referred to as "the Contractor".

Now, therefore, in consideration of the mutual covenants, agreements and considerations contained herein, the City and Contractor hereby agree as hereinafter set forth:

1. EXCLUSIVE RIGHT

The City grants to the Contractor the continued exclusive right and obligation to provide solid waste collection services within the City boundaries, present and future. Contractor agrees to commence servicing any newly annexed areas within twenty-four (24) hours after official written notification by the City.

2. TERM

The term of this Contract shall be for a five (5) year period beginning October 1, 1984, and terminating September 30, 1989.

3. OPTION TO RENEW

The parties hereto may extend this Contract for subsequent five (5) year renewal terms by mutual consent in writing at least

120 days prior to the expiration of the current term or extension thereof. This Contract may be terminated by either party hereto at the end of the initial term or any extension thereof by giving written notice not less than 120 days prior to the expiration of the then current term.

4. SERVICES

A. Residential and Commercial: All persons occupying or maintaining a place of residence in single, duplex or triplex family dwelling, multiple dwelling and commercial establishments shall be provided regular solid waste collection services at least two (2) times per week under this Contract; provided, however, in the event garbage is not part of the solid waste generated at a commercial establishment, collection shall occur as deemed necessary and as determined between the Contractor and the commercial customer. All units are required to receive such service. The City in its discretion may adjust the required weekly pick-up for bulk containers.

B. BULK COLLECTION:

(1) Twice (2) a year, the Contractor shall at no charge provide bulk containers at three (3) locations designated by the City for the purpose of permitting the residents of the City to bring to the containers and to dispose of their bulk items. These containers will remain at the designated sites for two (2) days. Thereafter, the Contractor shall, at no charge, properly dispose of all such items which are deposited into the containers during such periods. The City shall be responsible for notifying the residents of the place and date of such free

bulk service.

(2) The City shall at all other times continue to pick up bulk items on a daily basis for the fee it establishes.

C. Collection of City Buildings:

(1) The Contractor shall collect the solid waste at all City buildings pursuant to rates hereafter set forth. However, the City shall be entitled to a credit of $1,000.00 per month on each bill.

(2) The Contractor shall supply the City's Public Works Department at no charge one (1) 15 cu. yd. roll-out container.

(3) The City shall be given a credit by Contractor of $10,000.00 per year towards the costs incurred by the City in disposing of waste at the Waste Management of Florida, Inc. landfill.

5. HOURS

A. Residential: Collections shall be made in residential areas beginning at 7:00 a.m., with no service on Sunday, except in the time of emergency or to maintain schedules due to holidays.

B. Commercial: Collections shall be made between the hours of 6:00 a.m. and 9:00 p.m., with the exception of shopping centers and primarily business and industrial centers, where collections at other hours at night or early morning do not disturb the immediate residential area.

6. SPILLAGE AND LITTER

The Contractor shall not litter premises in the process of making collections, but it shall not be required to collect any waste material that has not been placed in approved containers or in a manner not herein provided. During hauling, all solid waste shall be contained, tied or enclosed so that leaking, spilling or blowing are prevented. In the event of spillage by the Contractor, the Contractor shall promptly clean up the litter.

7. APPROVED CONTAINERS

Amounts and types of solid waste placed in containers for collection shall be stored in approved containers which are defined and described in Paragraph 15 of this Contract.

8. UNAPPROVED CONTAINERS

The Contractor shall not be required to collect solid waste unless it is in approved containers, except as provided for in special haul services.

9. SPECIAL MATERIALS

The Contractor shall provide haul service for materials not routinely generated in residential areas. Said materials, i.e. construction debris, animal bedding, or other unusual materials shall be stored and placed in a manner approved by the City and the Contractor.

10. EXTRA-ORDINARY MATERIALS

Hazardous wastes, body wastes, dead animals, abandoned vehicles, vehicle parts, large equipment and parts thereto will not be collected by the Contractor unless specifically requested by the generator and agreed to by the Contractor.

11. COLLECTION EQUIPMENT

The Contractor shall have on hand at all times, in good working order, such equipment as shall permit the Contractor, adequately and efficiently, to perform its duties hereunder.

Equipment shall be purchased from nationally known and recognized manufacturers of garbage collection and disposal equipment. Garbage collection equipment shall be of the enclosed, loadpacker type and all equipment shall be kept in good repair, appearance and in a sanitary, clean condition at all times. The Contractor shall have available to it at all times, reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall substantially correspond, in size and capacity, to the equipment used by the Contractor to perform its duties hereunder.

12. OFFICE

The Contractor shall establish and maintain an office within the City of Pompano Beach where such service may be applied for and complaints can be made. It shall be equipped with sufficient telephones, shall have a responsible person in charge during collection hours, and shall be open during normal business hours, Monday through Friday 8:30 a.m. to 5:00 p.m., and Saturday 8:30 a.m. to 12:00 p.m. All complaints received shall be expeditiously handled in the manner set forth in Paragraph 23 hereafter.

13. TITLE TO WASTE

Contractor shall have vested title to all solid waste materials generated and picked up by the Contractor within the

city limits of the City. The City shall have the right to direct the site of disposal of all solid wastes collected by the Contractor under this Contract.

14. DISPOSAL

All solid waste for disposal shall be hauled to a site or facility legally empowered to accept it for treatment or disposal as approved by the appropriate governing agencies.

15. DEFINITIONS

A. Types of Structures Serviced:

(1) Business -- shall mean and include all retail, professional, wholesale and industrial facilities and any other commercial enterprises offering goods or services to the public.

(2) Commercial -- shall mean and include all transient multi-dwellings and businesses.

(3) Duplex -- shall mean and include a detached two-family structure designed or intended for occupancy by two (2) families.

(4) Industrial -- shall mean establishments generating waste accumulation of metal, metal products, minerals, chemicals, rock, cement, asphalt, tar, oil, grease, glass, crockery, rubber, tires, bottles, cans, lumber, sawdust, wastes from animal packing or slaughterhouses or other materials usually created by industrial enterprises.

(5) Multi-dwelling -- shall mean and include any building or structure containing four (4) or more contiguous living units and intended exclusively for residential single persons or families. Each unit of a multi-dwelling shall be

considered a separate dwelling unit for purposes of billing, unless the multi-dwelling uses a bulk container.

(6) Residence -- shall mean and include a detached single-family structure designed or intended for occupancy by one person or by one family. Each trailer in a non-containerized area shall be deemed a "residence", each pad space shall be deemed a single-family structure.

(7) Triplex -- shall mean and include a detached three-family structure designed or intended for occupancy by three (3) families.

B. Other Terms:

(1) Container -- shall mean and include any detachable metal container designed or intended to be mechanically dumped into the packer-type garbage truck used by Contractor and varying in size from one (1) to eight (8) cubic yards.

(2) Garbage -- shall mean and include all waste and accumulation of animal, fruit or vegetable matter that attends of any nature whatsoever, which is subject to decay, putrefaction, and the generation of noxious and offensive gases or odors or which may serve as breeding or feeding material for flies or other germ-carrying insects.

(3) Garbage Can -- shall mean and include any cylindrical, light-gauge steel, plastic or galvanized receptacle, closed at one end and opened at the other, furnished with a top or lid and appropriate lifting device and of not more than thirty-two

(32) gallon capacity and not weighing more than sixty (60) pounds when full; it shall also mean plastic bags or liners not exceeding thirty (30) pounds gross weight securely tied at the top.

(4) Hazardous Materials -- shall mean wastes that are hazardous by reason of their pathological, explosive, radiological or toxic characteristics and those designated by Federal, State and local law, ordinance or regulation.

(5) Horticultural Trash -- shall mean accumulation of lawn, grass, or shrubbery cuttings, or clippings and dry leaf rakings, palm fronds, small tree branches, (which shall not exceed four (4) feet in length and four (4) inches in diameter), bushes, or shrubs, green leaf cuttings, coconuts, fruits, or other matter usually created as refuse in the care of lawns and yards, except large branches, trees, or bulky or non-combustible materials not susceptible to normal loading and collection in load-packer type sanitation equipment used for regular collections from domestic households. Tree trimmings and palm fronds shall be tied in bundles not exceeding four (4) feet in length, not weighing over fifty (50) pounds and placed at the curb for pickup.

(6) Non-containerized Business -- shall mean and include any business, apartment or other structure whose garbage and trash is deposited and collected by means other than a container.

(7) Receptacle -- shall mean any can, container or other waste holder as defined herein or which is required or

permitted to be used for the collection or disposal of solid waste under this Contract.

(8) Special Material -- shall mean those bulky materials or other special wastes that are not stored in standard storage containers and cannot be picked up by a normally used collection vehicle.

(9) Solid Waste -- shall mean any garbage, trash, or other material defined herein or which is required or permitted to be collected or disposed of under this Contract.

16. CHARGES AND RATES

For any services required to be performed under this Contract, the charges shall not exceed the rates as fixed or provided by this Contract or any agreed change hereto. For solid wastes collected in the manner herein provided, the rates shall not exceed the following:

A. Garbage and Horticultural Trash:

(1) Residence, duplex and triplex without bulk containers:

| | |
|---|---|
| Residence | 7.25 per month for 2 cans 2 times per week |
| Duplex | 6.90 per month for 2 cans 2 times per week |
| Triplex | 6.57 per month for 2 cans 2 times per week |

(2) Residence, duplex, triplex and multiple dwellings with

| | | |
|---|---|---|
| a) | noncompactor-type bulk containers | $2.75 per cubic yard per pickup plus rental and maintenance charges as set out in Schedules A, B, C. |
| b) | compactor-type bulk containers | $9.35 per compacted cubic yard plus rental and maintenance charges as set out in Schedules A,B,C. |

(3) Multiple dwellings of four (4) or more units without

| | | |
|---|---|---|
| | bulk containers | $5.18 per unit per month |
| (4) | Commercial establishments without bulk containers | $10.00 per month for two garbage receptacles plus 5.00 per month for each additional garbage receptacle. |

(5) Trailer Parks. The charge for collections shall be $7.01 per month per pad space for each trailer park. Trailer parks using bulk containers shall pay the rental and maintenance charges as set out in Schedule A, B, and C, plus $2.75 per cubic yard per pickup of the bulk containers. The charges provided in this chapter for trailer parks shall be billed at the end of each month to the operator of the trailer park.

(6) Bulk Containers. The charges for bulk containers shall be billed to and payable by the owner or lessee of the building or buildings which the bulk container services or the person requesting the collection service. However, where one bulk container serves more than one building and the buildings are owned or leased by different persons, the owners or lessees shall determine among themselves who shall be responsible for the payment for the service charge.

(7) Commercial Business with:

| | | |
|---|---|---|
| a) | noncompactor-type bulk containers | $3.26 per cubic yard per pickup plus rental and maintenance charges as set out in Schedules A, B, C. |
| b) | compactor-type bulk containers | $11.08 per compacted cubic yard plus rental and maintenance charges as set out in Schedules A, B C. |

(8) In the event the City determines, after notice and hearing, the Contractor is charging a customer a rate lower than that set out in this Agreement, after the effective date of the rates in this Agreement, said rate shall then be applied to all customers in that particular category for comparable service.

B. <u>Non-accessible Locations</u>: Buildings, either residential

or commercial in nature, so constructed as to be non-accessible by normal collection equipment shall be subject to rates negotiated between the Contractor and the building owners and/or tenants.

C. Special Haul Service: For items requiring special handling due to size, weight, type of material, or method of placement, the charges are to be negotiated between Contractor and generator prior to collection. If agreement cannot be reached, the matter may be submitted to the City,and the City's decision shall be binding.

D. Disposal Fees: Fees charged by any legally empowered facility to accept solid waste are subject to change and any increase or decrease thereof may be passed down to customers subject to the City's approval, which approval shall not be unreasonably withheld. Contractor agrees it will not submit a request to the City for an increase in rates due to a change in disposal fees until after October 1, 1986, unless such a request is necessitated by extraordinary circumstances.

E. Effective Date: The rates agreed upon in this Contract shall become effective as of February 1, 1984.

17. LOCATION

All solid waste, both residential and commercial, shall be placed at a location, prior to scheduled collection, that is readily accessible to the Contractor's personnel.

A. Residential: Household garbage must be in receptacles which shall be placed at a single backdoor collection point. Horticultural trash must be in receptacles or tied in bundles and placed at a single collection point within six (6) feet of the

curb.

B. Commercial: Bulk containers shall be kept on the premises in a place near the street, readily accessible to the collection vehicle. Non-containerized business shall have refuse in approved receptacles which shall be placed at a single collection point, readily accessible to the collection crew and vehicle.

18. CHANGE IN COST OF DOING BUSINESS

Beginning on and after October 1, 1986, the fees or compensation payable to the Contractor for the third and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of doing business, measured by fluctuations in the Transportation Index as a component of the Consumer Price Index (CPI), as published by the U.S. Department of Labor, Bureau of Labor Statistics for the U.S. City Average. At the start of the third year (October 1, 1986) of the Contract and every year thereafter, the fees or compensation shall be increased or decreased by a percentage amount of 80% of the percentage change (as computed over a twelve month period) in the Transportation Index but not to exceed 7% in any one year computed as follows:

For the Contract year beginning October 1, 1986, the net change shall be the difference between the Transportation Index for June, 1985 and the Transportation Index for June, 1986. Adjustment for subsequent contract years shall be based upon the latest June Transportation Index figures available, i.e.: the

adjustment for the contract year beginning October 1, 1987 shall be based upon the difference between the Transportation Index for June, 1986 and the Transportation Index for June, 1987. Computations shall be made similarly each year thereafter.

If, for example, the Transportation Index for June, 1985 is "30" and it is "32.25" in June of 1986, the net percentage change for this period is an increase of 7.5%. Eighty (80%) percent of that net percentage change is 6%. Hence, since this latter figure is less than the maximum 7% increase for any one year, each fee and compensation under the Contract for the contract year beginning October 1, 1986 would be increased by 6%.

19. UNUSUAL COSTS

Provision is made in paragraph 18 of adjust the base fees payable to the Contractor annually by fluctuations in the Transportation Index.

A. Unusual Costs or Changes: The Contractor may petition the City for rate adjustments at reasonable times on the basis of unusual changes in its cost of doing business; such as, but not in limitation, revised laws, ordinances, or regulations; or changes in disposal sites or rates.

B. Designation of Disposal Site: The City shall have the right to designate any licensed disposal site located within Broward County for the disposal of solid waste collected by the Contractor under this Contract. Should the City designate a site other than the North Broward Landfill site presently utilized by the Contractor, as for example, a resource recovery site located in Broward County, then the charges under this Contract shall be

changed to reflect the differences (whether an increase or decrease) between the disposal charges at the prior site as previously approved by the City under this Contract and those in effect at the new site at the time of any such site change.

C. Renegotiation by the City:

(1) The City, at its option, may request to renegotiate any term of this Contract and the Contractor agrees to participate in any such renegotiation. If a renegotiation of the rate structure is requested, the parties agree that one factor to be considered in such renegotiation shall be the rates in effect at that time in other cities in Broward County for the same or similar services.

(2) If at any time the City chooses to require the Contractor to assume the billing to, and collection from, customers who are now billed by the City, the Contractor shall do so after receipt of at least ninety (90) days written notice from the City. The fee to be charged by the Contractor shall be negotiated between the City and the Contractor prior to the Contractor commencing said billing service, but in no event shall the Contractor charge more than seventy-five (75) cents per unit, per month for such billing service. The City agrees to assist the Contractor in every way to insure that the bills which are sent by the Contractor are paid. Contractor shall bill customers in the same manner it bills the same type of customer it has in other cities.

20. BILLING

A. Non-Containerized Residential Accounts: Contractor shall bill the City for services rendered within ten (10) days following the end of the month and the City shall pay the Contractor on or before the 25th day following the end of said month. Said billing and payments shall be based upon the units being serviced as of the 15th of each said month, excluding the containerized accounts and trailers. The City shall send a certified statement to the Contractor attesting to the units on or before the 25th of the month to be billed and the City shall verify said statement. The units shall be multiplied by the price rates and schedules set forth in paragraph 16. Multiple dwellings of four (4) or more units without bulk containers shall be permitted to have the option of being charged at the per unit rate as set out in paragraph 16(A)(3) or at the garbage receptacle rate as set out in paragraph 16(A)(4).

B. Containerized Accounts, Multiple Dwellings: Contractor shall bill multiple dwelling accounts for services, container rental, and maintenance charges according to Schedules A, B and C herein set forth plus Two Dollars and Seventy Five Cents ($2.75) per cubic yard per pick-up for loose solid waste and Nine Dollars and Thirty Five Cents ($9.35) per cubic yard per pick-up for compacted waste.

C. Commercial Establishments: Contractor shall bill commercial accounts for services, container rental, and maintenance charges according to Schedules A, B, and C herein set forth plus Three Dollars and Twenty Six Cents ($3.26) per cubic yard per pick-up for loose solid waste and Eleven Dollars

and Eight Cents ($11.08) per cubic yard per pick-up for compacted waste.

D. Trailer Parks: Contractor shall bill operator of trailer park Seven Dollars and One Cent ($7.01) per trailer pad per month.

E. Purchase of Bulk Containers: Any customer serviced by the Contractor may purchase a bulk container if:

(1) The customer agrees to hold the Contractor harmless from any damage to or caused by said container; and

(2) The container complies and is compatible with at least the same minimum requirements prescribed by this Contract for the same type of containers, if owned by the Contractor; and

(3) The customer provides a certificate of insurance naming the Contractor a co-insured on said container; and

(4) The customer in writing acknowledges and agrees that the Contractor is not responsible in any way for the container's repair or maintenance.

SCHEDULE "A"

| Container Size | Monthly Rental and Maintenance Charge |
|---|---|
| 2 cubic yards | $11.11 |
| 3 cubic yards | $13.89 |
| 4 cubic yards | $16.67 |
| 6 cubic yards | $19.44 |
| 8 cubic yards | $22.22 |

The Contractor shall provide no collection service for bulk containers greater than eight (8) cubic yards. Collection of all such containers must be privately contracted for by the user

thereof.

## SCHEDULE "B"

Additional charge for short rollout of containers, size 2-4 cubic yards

| | |
|---|---|
| 1 x per week | $11.11 per month per container |
| 2 x per week | $22.22 per month per container |
| 3 x per week | $33.33 per month per container |
| 4 x per week | $44.44 per month per container |
| 5 x per week | $55.55 per month per container |
| 6 x per week | $66.66 per month per container |

Additional charge for "long" or inclined rollouts, size 2to4 cubic yards

| | |
|---|---|
| 1 x per week | $16.67 per month per container |
| 2 x per week | $33.33 per month per container |
| 3 x per week | $50.00 per month per container |
| 4 x per week | $66.66 per month per container |
| 5 x per week | $83.33 per month per container |
| 6 x per week | $99.99 per month per container |

Any container requiring casters shall be charged an additional Three Dollars and Thirty-three Cents ($3.33) per month maintenance, per container.

## SCHEDULE "C"

Rental charges for compactor type bulk containers

| Container size | Monthly Rental and Maintenance Charge |
|---|---|
| 2 cubic yards | $33.33 |
| 3 cubic yards | $41.66 |
| 4 cubic yards | $50.55 |
| 6 cubic yards | $58.33 |
| 7 cubic yards | $66.66 |

21. NEW AND DISCONTINUED SERVICE

A. The Contractor shall commence service at any location within the Contract area upon written notice from the Public Works Department.

B. The Contractor shall discontinue collection service at any location when set forth in a written notice sent by the City. Upon further written notification by the City, the Contractor shall resume service.

C. The Contractor shall discontinue collection service at any residence, duplex, triplex or non-containerized multiple dwelling whenever the City determines that any residence,duplex, triplex or non-containerized multiple dwelling will remain continuously unoccupied for a period of no less than three (3) months. In such event, the City shall notify the Contractor, in writing, to discontinue service at any such residence, duplex, triplex or non-containerized multiple dwelling and all charges for collection service at that location will thereafter be abated until the City directs,in writing, the Contractor to resume all collection services and the Contractor does so.

D. If any dispute should arise as to how many units are actually being serviced, e.g. how many units in any duplex are being serviced, it shall be the responsibility of the City to investigate and determine the actual number and thereafter inform the Contractor in writing.

22. PAYMENTS TO CONTRACTOR

All payments due to the Contractor by the City shall be made

out of funds under the control of the City in its public capacity. No commission member nor officer of the City of Pompano Beach is or will be held personally liable for any such payment to the Contractor under any circumstances whatsoever.

23. COMPLAINTS

All complaints received by the Contractor by 12:00 noon shall be resolved the same work day. The Contractor agrees to make all reasonable and expeditious efforts to resolve every complaint. The Contractor shall prepare a form or maintain a register in its Pompano Beach office, on a form approved by the City, on all complaints and indicate the disposition of each. Such records shall be available for City inspection at all times during business hours. The form shall indicate the day and the hour on which the complaint was received and the day and the hour on which it was resolved. When a complaint is receivd after 12:00 noon or on the day preceding a holiday or on a Saturday after 12:00 noon, it shall be serviced on the next working day.

24. NOTIFICATION OF CUSTOMERS

The Contractor and City shall agree as to which will notify all customers about complaint procedures, rates, regulations and day(s) of collection.

25. ROUTES AND SCHEDULES

The Contractor shall periodically provide the City with schedules of residential collection routes and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall notify each customer affected by mail or news

media not less than one (1) week prior to the change.

26. CONTRACTOR'S PERSONNEL

A. The Contractor shall assign a qualified person or persons to be in charge of its operations in the City and shall give the name or names to the City; information regarding experience shall also be furnished.

B. The City has the right to require that the Contractor's collection employees wear a clean uniform or shirt bearing the Contractor's name.

C. Each employee shall, at all times, carry a valid driver license for the type of vehicle being driven.

D. The City may request the dismissal of any employee of the Contractor who violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.

E. The Contractor shall provide operating and safety training for all personnel.

F. Wages of all employees of the Contractor shall equal or exceed the minimum hourly wages established by Local, State or Federal governments.

G. No person shall be denied employment by the Contractor for reasons of race, sex, age, creed, national origin or religion.

27. COLLECTION SERVICES

For the collection of horticultural trash and solid waste from residences, multi-dwellings, businesses and other establishments in the City of Pompano Beach, the Contractor shall

do and perform the following:

A. Furnish residential solid waste and horticultural trash collection service to all persons occupying or maintaining a place of residence in single, duplex, or triplex family dwellings within the Contract area. Two (2), thirty-two (32) gallon cans of solid waste shall be collected at the back door two (2) times per week and an unlimited number of cans or properly bundled and tied bags of horticultural trash shall be collected, if placed within six (6) feet of the curb, at least twice each week. The said collections shall be made beginning at 7:00 a.m., with no service on Sundays, except in time of emergency or to maintain schedules due to holidays. Where underground cans exist, and after dumping by the Contractor, the Contractor agrees to properly replace each can and to reclose each lid covering it.

B. Furnish to commercial establishments, including but not limited to multi-dwellings, institutions, business and industrial units operated or carried on in the Contract area, commercial solid waste and horticultural trash collection service two (2) times per week if garbage is part of the solid waste generated, and if not, as is deemed necessary and as established between the Contractor and the customer. Where necessary to protect the public health, the City shall have the authority to require more frequent collections and require the user to pay for such additional service. The City in its discretion may adjust the required weekly pick-up for bulk containers.

C. The Contractor may sell containers at a reasonable price or furnish containers for a reasonable rental or maintenance fee

to all businesses and other establishments which generate more than two (2) cubic yards of refuse per week, which containers shall be picked up and emptied at such times as shall insure adequate and sanitary refuse removal services at such locations.

D. Deposit all horticultural trash and solid waste collected hereunder in approved sites or facilities legally empowered to accept it as approved by the County and State agencies.

E. All solid waste required to be collected by the Contractor under subparagraphs (A) and (B) hereof shall be placed in garbage cans, containers or bags. All residences, noncontainerized businesses and noncontainerized multi-dwellings shall provide garbage cans in such number as to receive and retain, without spillage, solid waste accumulation of four (4) days from each such residence, business or dwelling unit.

F. All routing and scheduling of trucks used by the Contractor for the pickup of trash and solid waste from cans or containers shall be left to the discretion of the Contractor. The schedule of pickups during each week shall be spaced as reasonably equal as possible so as to assure maximum efficiency of operation and to accomplish the purposes of this Contract.

G. All garbage cans at residences, noncontainerized businesses and noncontainerized multi-dwellings shall be readily accessible to the Contractor's crew. All containers at containerized businesses or containerized multi-dwellings shall be readily accessible by the collection vehicle and not blocked.

H. The Contractor shall not be required to, but may, pick up solid waste on legal holidays.

I. Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs in order to perform their duties hereunder.

J. Under no circumstances will the Contractor be obligated to supply garbage cans for noncontainerized residences, multi-dwellings, businesses or other establishments.

K. Contractor agrees to cooperate with the City to replace all containers off all public right-of-way.

L. The Contractor shall make collections of solid waste and horticultural trash with as little disturbance as possible. Garbage cans shall be thoroughly emptied and left at the premises where they are found. Solid waste may be transferred from garbage cans to tubs, hampers, or other receptacles in carrying solid waste to collection trucks or other solid waste removal equipment.

28. CLASSIFICATION FOR BILLING PURPOSES

The billings for the categories of structures to be serviced under this Contract (i.e., for single family residences, duplex, triplex, and multi-dwellings) shall be classified so as to be consistent with the City's zoning code.

29. BANKRUPTCY

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

30. ARBITRATION

In addition to any other remedy provided hereunder, the City, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Contract if arbitration is elected by the City. Any controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. In the event arbitration is elected by the City, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

31. RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

32. LAW TO GOVERN

This Contract shall be governed by the laws of the State of Florida both as to interpretation and performance.

33. COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws.

34. SEVERABILITY

Umbrella Liability -- $1,000,000 combined single limit to protect itself, its agents, and its employees from claims for damages for personal injury, including wrongful and accidental death, and property damage which may arise from operation under the Contract, whether such operations be performed by itself or its employees. The policy or policies shall name the City as an additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City thirty (30) days notice in writing.

While no minimum policy period will be required by the City, it is expected that long-term policies will be utilized in order to obtain lower premiums. Insurance shall include all documents issued by all insurance companies licensed to do business in this State.

39. INDEMNITY

The Contractor will defend, indemnify, save harmless, and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees resulting from injury to persons or damage to property arising out of work done in the performance of this Contract. The City reserves the right to retain counsel of its choice at its own expense, or, in the alternative, approval of counsel obtained by the Contractor.

40. ASSIGNMENT AND SUB-LETTING

No assignment of the Contract or any right accruing under

If any provision of the Contract shall be declared illegal, void, or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the other provisions shall not be affected but shall remain in full force and effect.

35. PERMITS AND LICENSES

The Contractor shall obtain, at his own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect.

36. PERFORMANCE BOND

The Contractor shall furnish to the City a Performance Bond for the faithful performance of this Contract and all obligations arising hereunder in the amount of Two Hundred Fifty Thousand Dollars ($250,000.00). It shall be executed by a surety company licensed to do business in the State of Florida and on the list of surety companies approved by the Treasurer of the United States.

37. WORKERS' COMPENSATION INSURANCE

The Contractor shall provide and maintain during the life of the Contract, Workers' Compensation Insurance, in accordance with the laws of the State of Florida, for all its employees. A Certificate shall be filed with the City by the insurance carrier showing such insurance to be in force at all times.

38. LIABILITY INSURANCE

The Contractor shall provide and maintain during the life of the Contract, Automotive Public Liability and Property Damage Insurance and Umbrella Coverage in the following amounts:

Automotive Public Liability -- $500,000 combined single limit

Property Damage -- $500,000 per any one claim

this Contract shall be made in whole or part by the Contractor without the express written consent of the City Commission. In the event of any assignment, the assignee shall assume the liability of the Contractor.

41. BOOKS AND RECORDS

The Contractor shall keep records of solid wastes collected and charges therefor, and the City shall have the right to review those records.

42. POINT OF CONTACT

All dealings, contacts, notices, etc., between the Contractor and the City shall be directed by the Contractor to the City Manager, City of Pompano Beach, 101 S.W. First Avenue, Pompano Beach, Florida 33061 and by the City to the Manager, Broward Disposal, a Division of Waste Management, Inc. of Florida, 201 N.W. Twelfth Avenue, Pompano Beach, Florida 33060.

43. NOTICE

A letter addressed and sent by certified, return receipt requested, United States Mail to either party at its business address shown hereinabove shall be sufficient notice whenever required for any purpose in this Contract.

44. EFFECTIVE DATE

This Contract shall become effective, and the Contractor shall begin collection of the solid wastes as covered herein, October 1, 1984. However, the newly agreed upon charges and rates, as set forth herein, shall become effective as of February 1, 1984. All accounts which have been billed after February 1, 1984, which have been calculated at the higher rate in effect

under the Contract in existence immediately prior to February 1, 1984, shall be given a credit equal to the difference between the old rate actually charged and the new rate that should have been charged beginning February 1, 1984.

45. MODIFICATION

This Contract constitutes the entire Contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect, unless done so in writing in a document of equal dignity hereto, and signed by the parties hereto.

46. LIQUIDATED DAMAGES

As a breach of the service provided by this Contract would cause serious and substantial damage to the City and its occupants, and the nature of this Contract would render it impracticable or extremely difficult to fix the actual damage sustained by the City by such breach, it is agreed that, in case of breach of service, the City may elect to collect liquidated damages for each such breach and the Contractor will pay the City, as liquidated damages and not as penalty, the amounts set forth below; such sums being agreed as the amount which the City will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies the City may have as to any subsequent breach of service under this Contract.

| | |
|---|---|
| A truck beginning residential collections prior to 7:00 a.m. | $50.00 per day |
| Failure to collect missed pickup within | $20.00 each -- not |

| | |
|---|---|
| the time set forth in paragraph 23 | to exceed 10 complaints per truck per day |
| Repetition of complaints on a route after nofification, e.g. to replace cans or detachable container in designated location, spilling, not closing gate, crossing planted areas, or similar violations. | $4.00 each -- not to exceed 10 complaints per truck per day |

Such liquidated damages as the City shall elect to collect will be deducted from the monthly payments due the Contractor.

47. DEFAULT OF CONTRACT

Should the Contractor abandon, delay unnecessarily in the performance of, or in any manner refuse or fail to comply with any of the terms of this Contract or neglect or refuse to comply with the instructions of the Public Works Director relative thereto, the Public Works Director shall notify the Contractor, in writing, of such abandonment, delay, refusal, failure, or neglect and direct him to comply with all provisions of the Contract. A copy of such written notice is to be mailed to the surety on the Performance Bond and delivered to the City Manager. The City Manager shall hear the matter at open session within ten (10) days after receipt of such written notice from the Director and shall, not less than five (5) days prior to the date of such hearing, notify the Contractor and the surety on the Performance Bond of the date and place thereof. The Contractor agrees to be present at such hearing and show cause why the Contractor has abandoned, delayed, refused, failed or neglected to comply with the terms of the Contract.

Should the Contractor fail to appear or fail to show cause

why it has abandoned, delayed, refused, failed or neglected to comply with the terms of the Contract to the satisfaction of the City Manager, the City Manager may, with the consent of the City Commission by resolution, declare a default of the Contract and notify the Contractor and the surety on the Performance Bond of such declaration of default or the City Manager may take such other action as he or she may deem advisable.

Upon receipt by the Contractor of such declaration of default, the Contractor agrees that it will discontinue the work, whereupon the surety on the Performance Bond shall, within ten (10) days of such declaration of default, assume the work the City Manager has ordered discontinued by Contractor and proceed to perform the same at its own cost and expense.

Upon such declaration of default, all payments remaining due the Contractor at the time of default, less amounts due the City from the Contractor and less all sums due the City for damage suffered or expenses incurred by reason of default, shall be due and payable to such surety. Thereafter, the surety shall receive monthly payments equal to those that would have been paid the Contractor had such Contractor continued to perform the Contract.

If such surety fails to perform, the City Manager may complete the Contract, or any part thereof, either by day labor or by reletting a Contract for the same, to procure other vehicles, equipment and facilities necessary for the completion of the Contract, and to charge the cost of same to the Contractor or the surety, or both, together with the costs incident thereto.

In the event the City Manager completes the Contract at a

lesser cost than would have been payable to the Contractor under such Contract, if the same had been fulfilled by said Contractor, then the City shall retain such differences. Should such cost to the City be greater, the Contractor or surety, or both, shall be liable for and pay the amount of such excess to the City.

48. ANNEXED AREAS

In those areas annexed into the City, commercial establishments that are parties to existing solid waste collection contracts may be permitted to finish the term of that Contract but shall not renew said existing Contract, nor may any Contract run longer than two (2) years from the effective date of the annexation. Proof as to the term of an existing Contract shall be provided by the commercial establishment to the City.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract on the respective date(s) below each signature.

CITY OF POMPANO BEACH, FLORIDA
a municipal corporation

(CITY SEAL)

by: Emma Lou Olsen
Mayor

Attest:

by: James P. Scott
City Manager

Joan Beckore
Deputy City Clerk

5/23/84
Date

Approved as to form:

City Attorney

BROWARD DISPOSAL, a Division of
Waste Management, Inc. of Florida
a Florida Corporation

(CORPORATE SEAL)

by: William P. Sullivan
President

Attest:

Anthony Corrente
ASST. Secretary

Date

5-10-84

ACKNOWLEDGMENT OF CONTRACTOR

STATE OF FLORIDA )
) ss..
COUNTY OF BROWARD )

On this 21st day of May, 1984, before me personally came and appeared W. P. Dunigan and S. Corrente to me known, who being by me duly sworn, did depose and say that they reside at Broward County, Florida and that they are the President and Asst. Secretary, respectively, of Waste Management of Florida, Inc., the corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that they are the proper officials of said corporation designated to execute such Contract; that they have authority to do so; that they executed the same for and in behalf of said corporation; and that their act is the act and deed of said corporation.

WITNESS my hand and official notarial seal at Ft. Lauderdale, Florida the day and year above written.

Kathleen C. Kalbach
Notary Public

Notary Public, State of Florida
My Commission Expires April 9, 1985
Bonded Thru Troy Fain - Insurance, Inc.

My Commission Expires:

ACKNOWLEDGEMENT OF CITY

STATE OF FLORIDA )
) SS..
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this 23 day of May, 1984, personally appeared before me Emma Lou Olson, Mayor, James E. Sadelund, Acting City Manager, and Joan Berfiore, Deputy City Clerk, respectively, of the City of Pompano Beach, a municipal corporation of Florida, and they acknowledged that they executed the foregoing instrument as the proper City officials of the City of Pompano Beach, Florida, and the same is the act and deed of said City of Pompano Beach, in the State and County aforesaid, this 23 day of May, 1984.

Shirley H. Meredith
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 31 1985
BONDED THRU GENERAL INS. UNDERWRITERS

pompano beach®
Florida's Warmest Welcome

# CITY OF POMPANO BEACH
# AGREEMENT FOR
# RESIDENTIAL AND COMMERCIAL
# SOLID WASTE COLLECTION SERVICES

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# AGREEMENT FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

## ARTICLE 1. DEFINITIONS

For the purposes of this Agreement, the definitions contained in this Article shall apply unless otherwise specifically stated.

**Agreement** or **Franchise Agreement** shall mean this contractual agreement between the City and the Franchise Collector for the collection of Solid Waste, Recovered Materials, and other services as described herein and the attached exhibits.

**Applicable Law** shall mean all applicable Federal and laws of the State of Florida, local (municipal and county) ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Agreement.

**Bulk Waste** shall mean items in such a size and/or quantity that precludes or complicates the materials to be containerized for normal Solid Waste collection service. Bulk Waste may include household goods such as appliances, furniture, mattresses, box springs, carpet, draperies, toilets, sinks, and bathtubs and other miscellaneous materials that are normally found in a residential household; as well as Yard Waste and other miscellaneous trash not previously defined that is of a household, noncommercial, and non-hazardous nature. Bulk Waste shall exclude Unacceptable Materials. When possible, vegetative material must be less than six feet long and five inches in diameter, bagged and/or bundled and be no greater than fifty pounds in weight. All bulk material shall be prepared properly. All Bulk Waste must be capable of being managed manually by a two person crew.

**City** shall refer to the City of Pompano Beach, Florida, or an authorized representative.

**Collection Frequency** shall mean the number of times a type of collection service is provided to a customer each week.

**Collection Services** shall mean the provision of collect and transport Solid Waste and Recovered Materials as specified by this Agreement to the Designated Facility for processing or disposal.

**Commencement Date** shall mean the date services pursuant to the Agreement shall commence.

**Commercial Collection Service** shall mean the provision of Collection Services to Commercial Customers or Multi-Family Residences as specified in this Agreement. Commercial Collection Service does not include Recovered Materials generated by Commercial Customers.

**Commercial Customer** shall mean any commercial establishment or multiple dwelling property that is owned by a corporation(s), entity, individual or combination of them, primarily for renting, with four (4) or more units under one continuous roof, will receive Commercial Collection Service pursuant to this Agreement.

**Construction and Demolition (C&D) Debris** as provided in Florida Statute §403.703(6), or as may be amended in the future, shall mean discarded materials

generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause the resulting mixture to be classified as other than construction and demolition debris. The term also includes:

- Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
- Except as provided in Florida Statute §403.707(9)(j), yard waste and unpainted, non-treated wood scraps and wood pallets from sources other than construction or demolition projects;
- Scraps from manufacturing facilities which is the type of material generally used in construction projects and which would meet the definition of C&D Debris if it were generated as part of a construction or demolition project. This includes debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities;
- De Minimis amounts of other non-hazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.
- For the purpose of this Agreement, Construction and Demolition (C&D) Debris shall not include Recovered Materials, as long as Recovered Material is source separated and contained so that it does not include more than 10% by weight or volume of materials that are other than Recovered Materials.

**Contract Documents** shall mean this Agreement and any attachments.

**Day** shall mean one calendar day.

**De Minimis** shall mean in the context of Recovered materials, a container that contains 10% or less by weight or volume of materials that are not Recovered materials. Containers of Recovered materials that contain more than 10% by weight or volume of other materials (solid waste, non-Recovered materials, dirt, etc.) are not Recovered materials but are solid waste.

**Department Director** shall mean the Director of the City's Public Works Department, or Designee.

**Designated Facility** refers to the facilities designated by the City where all materials collected pursuant to this Agreement shall be delivered.

**Disposal Agreement** refers to the Solid Waste Disposal Agreement between the City of Pompano Beach and Waste Management, Inc. of Florida dated September 15, 2003.

**Division Manager** shall mean the Manager of the City's Solid Waste Division, or Designee.

**Effective Date** shall mean the date this Agreement has been executed by both the City and the Franchise Collector.

**Franchise Collector** shall mean the company that has executed this Franchise Agreement with the City and that is required to perform Collection Services under the provisions herein.

**Flow Control** shall mean the requirement that the Franchised Collector, as well as any other hauler that collects waste materials in the City, shall deliver all solid waste, bulk waste, residential recycling, yard waste, construction and demolition debris, and any other named materials as added, generated in the City of Pompano Beach, to the designated facilities as set forth in this Agreement.

**Hazardous Waste** as provided in Florida Statute §403.703(13), or as may be amended in the future, shall mean solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed as a solid waste regulated by the State of Florida Department of Environmental Protection as a hazardous waste pursuant to Chapter 62-730, F.A.C. Hazardous Waste shall also mean, as defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act, any substance designated pursuant to Section 311(b)(2)(A) of the Clean Water Act, any element designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act, solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity, any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262, and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act.

**Holiday** shall mean Christmas Day and any other holidays as specified by the Division Manager.

**Missed Collection** shall mean a collection that does not occur before 7:00 p.m. on the regularly scheduled collection day.

**Multi-Family Collection Service** shall mean the provision of Collection Services to Multi-Family Customers as specified in this Agreement.

**Multi-Family Customer** refers to residents residing in any building or structure containing four (4) or more contiguous living units and intended exclusively for residential single persons or families. Each living unit shall be deemed a separate dwelling unit for purposes of billing if residential-type service is selected. This excludes properties owned by a corporation(s), one owner or entity.

**Person** shall mean any or all Persons, natural or artificial, including any individual, firm or association; any municipal or private corporation organized or existing under laws of

the state of Florida or any other state; any county of this state; and any government agency of this state or the Federal Government.

**Program Recyclables** shall mean materials included in the City's recycling program, including all paper products, cardboard, aluminum and steel/bimetal containers, all plastic containers, rigid mixed plastics, glass containers, and aseptic containers/gable-top cartons. Program Recyclables include incidental amounts of non-designated materials or materials that cannot be recycled or processed, as can normally be expected as part of municipal recycling collection.

**Recovered Materials** as currently defined in Florida Statue § 403.703(24), or as may be amended in the future, or any other materials exempted by federal, state or county laws. Shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and Source Separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered Materials as described in this subsection are not Solid Waste.

**Residential Collection Service** shall mean the provision of Collection Services to Residential Customers as specified in this Agreement.

**Residential Customer** refers to residents residing in single-family dwellings, duplexes and triplexes, trailers and mobile homes, or any other living unit where each structure is located on a separate lot or parcel of land. Each living unit shall be deemed a separate "Residence" for purposes of billing.

**Roll Cart** shall mean a wheeled container designed and intended to be used for automated or semi-automated collection service of Solid Waste, Yard Waste and Program Recyclables.

**Route** shall mean the area designated to be serviced by a single collection vehicle on a single Day for Residential Collection Service.

**Service Area** shall mean the incorporated areas of the City, present and future.

**Single Stream** refers to a recycling process that allows for Program Recyclables Materials to be collected commingled, with containers and paper collected in the same Roll Cart.

**Solid Waste** as currently defined Florida Statue § 403.703(32), as may be amended, including garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials as defined in Florida Statue § 403.703(24) are not Solid Waste. For the purpose of this Agreement, Solid Waste shall not include Unacceptable Materials including, but not limited to: sludge, used oil, lead-acid batteries, ash residue, waste tires, biological, or hazardous wastes which require special handling.

**Source Separated** as currently defined Florida Statue § 403.703(36), as may be amended means that the Recovered Materials are separated from Solid Waste at the location where the Recovered Materials and solid waste are generated. The term does not require that

various types of Recovered Materials be separated from each other, and recognizes De Minimis solid waste, in accordance with industry standards and practices, may be included in the Recovered Materials. Materials are not considered source separated when two or more types of Recovered Materials are deposited in a commercial collection container that also contains materials that are not Recovered Materials and such non-Recovered Materials constitute more than 10% of the container's material by volume or weight. For purposes of this subsection, the term "various types of Recovered Materials" means metals, paper, glass, plastic, textiles, and rubber. The term "non-Recovered Materials" includes but is not limited to solid waste, dirt, wallboard, rocks, wood, roofing materials, and garbage.

**Ton** refers to a unit of weight equal to 2,000 pounds, also referred to as a Short Ton.

**Unacceptable Materials** shall mean (a) Hazardous Waste, (b) lead-acid batteries, (c) nuclear waste, (d) radioactive waste, (e) sewage sludge, (f) explosives, (g) asbestos containing materials, (h) treated or untreated biomedical waste, (i) biological waste, (j) appliances containing chlorofluorocarbons (CFC's), (k) machinery or parts, autos or boats, trailers, internal combustion engines or similar items or (m) items of waste that Franchise Collector reasonably believes would likely pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Designated Facility for Solid Waste or that are prohibited by Applicable Law.

**Yard Waste** shall mean all horticultural trimmings and all accumulations of grass, weeds, palm fronds, leaves, flowers, shrubs, vines, tree limbs, other similar accumulations incidental to yard keeping and any waste, substance, object, or material deemed yard trash under Section 403.703, Florida Statutes, as amended or applicable regulations promulgated thereunder.

## ARTICLE 2. TERM

2.1. Effective and Commencement Dates

The Effective Date of this Agreement is when executed and has been signed by the City and Franchise Collector, whichever date is later. The Commencement Date is the date that Collection Services required pursuant to this Agreement commence, no later than 150-days following the Effective Date.

2.2. Term

The term of this Agreement shall be a five-year contract with an option to renew, by mutual agreement, the contract for an additional term ending September 15, 2022, under the terms for the work described herein.

## ARTICLE 3. EXCLUSIVE AND NON-EXCLUSIVE COLLECTION SERVICES

3.1. Exclusive Services

This Agreement grants the Franchise Collector the exclusive right and responsibility to provide the following Collection Services within City limits in compliance with the requirements set forth in this Agreement:

3.1.1. To collect Solid Waste, Yard Waste, Program Recyclables, and Bulk Waste from Residential Customers.

3.1.2. To collect Construction and Demolition Debris (C&D), except as otherwise provided herein, and Solid Waste from Commercial Customers.

3.1.3. To collect Solid Waste and Program Recyclables from Multi-Family and Mobile Home/Trailer Pad Customers.

3.2. Non-Exclusive Services

This Agreement does not grant the Franchise Collector the exclusive right and responsibility to collect the following:

3.2.1. Recovered Materials from Commercial Customers. The Franchise Collector shall offer commercial Recovered Materials collection to all its Commercial Customers in the Service Area and provide such collection upon request by the customer, the City, or through the solicitation efforts of the Franchise Collector. However, commercial Recovered Materials collection is not exclusive to the Franchise Collector. To be considered commercial Recovered Materials, a commercial container may contain only a De Minimis amount of Solid Waste. If a commercial container contains more than a De Minimis amount of Solid Waste, all materials in the container shall be considered Solid Waste and shall be delivered to a Designated Facility for disposal. Preprocessing of these materials is not allowed. If it is determined that the container continuously contains more than a De Minimis amount of Solid Waste, the container shall be classified as a Solid Waste container, subsequently be under the jurisdiction of the Franchise Collector.

3.2.2. Nothing in this Agreement shall prohibit competition for the collection of commercial Recovered Materials. Franchise Collector may provide these services at competitive rates that shall not be controlled by this Agreement.

3.2.3. C&D Debris from the construction or demolition of any project that generates a cumulative total of ten (10) cubic yards or less of C&D Debris for the entire project.

3.2.4. Franchise Collector is not required to collect Hazardous Waste, but may offer such service within in the City, outside of this Agreement. The terms of such collection shall be as agreed between Franchise Collector and the customers.

## ARTICLE 4. TRANSITION OF COLLECTION SERVICES

4.1. Transition Prior to Commencement of Collection Service

Franchise Collector is ultimately responsible for providing a smooth transition of services and minimizing inconvenience to Customers. Franchise Collector shall submit to the City, no later than thirty (30) days following the Effective Date, a transition plan that includes a detailed description of how Franchise Collector will

prepare for providing Collection Services leading up to the Commencement Date. To help accomplish this objective, Franchise Collector shall participate in transition meetings with the City to plan and manage the transition so that no service interruption occurs. At a minimum, Franchise Collector must include the following performance requirements:

a. Participating in transition meetings with the outgoing collection franchise collector and the City.

b. Participating in transition meetings with City staff.

c. Finalizing a collection plan for Residential Customers and Multi-Family Customers receiving residential-type service that shall identify and describe, at a minimum, each Route name/number, the type of collection service provided, scheduled collection day(s), approximate number of customers on the Route, vehicle, equipment, and personnel assigned to the Route. The collection plan shall also include a legible map for each Route. The collection plan shall be approved by the Division Manager at least two (2) months prior to Commencement Date.

d. Submission of a vehicle and equipment list documenting that all vehicles meet age requirements and are street legal (registered, licensed, and tagged). Acceptable documentation includes, but is not limited to, purchase order, title, and receipts of payment. (Article 12.7)

e. Scheduling of onsite training of City staff on the use of web-based platform for submitting and tracking complaints. This training will be performed by appropriately-trained professional personnel. (Article 11.2)

f. Schedule of the development, printing, and delivery of City-approved information to all Customers prior to the Commencement Date. (Article 14)

g. Schedule for conducting dry-runs of collection routes at least (2) weeks prior to Commencement Date.

h. Schedule for acquiring all other necessary labor and equipment as required pursuant to this Agreement.

i. Schedule for submitting safety plan for Division Manager's review at least six (6) weeks prior to Commencement Date. (Article 12.4)

j. Schedule for submitting contingency plan for Division Manager's review at least four (4) weeks prior to Commencement Date. (Article 11.6)

k. Schedule and plan for Roll Cart assembly and delivery, including City-approval of cart prototype and information packets.

The timeline for the previous activities was determined to help facilitate a smooth transition; however, these dates may be adjusted as needed at the City's discretion.

4.2. Transition Prior to the Expiration of Collection Service

The City anticipates awarding a new agreement at least six (6) months prior to the expiration of this Agreement. In the event a new agreement has not been awarded within such time frame, Franchise Collector agrees to provide service to the City for additional ninety (90) day period(s) beyond the expiration of the Agreement at the then established service rates, provided the City requests said services in writing at such time. At the expiration of this Agreement, Franchise Collector shall work with the City and the newly selected franchise collector to ensure a smooth transition period with no interruption of service, including, but not limited to, compliance with the performance requirements following:

a. Attend transition meetings with the City and newly selected franchise collector, as requested.

b. Work with the newly selected franchise collector to develop a mutually agreeable schedule for removal of Franchise Collector-owned containers and placement of newly selected franchise collector's containers. The schedule shall ensure no interruption in Collection Services.

c. Allow the newly selected franchise collector to purchase, or rent for up to ninety (90) days, Franchise Collector-owned containers from Franchise Collector. The purchase price or rental shall be negotiated between the Franchise Collector and the newly selected franchise collector.

d. Facilitate a smooth transmission of asset management and service verification data, including, but not limited to, current address lists and databases to the newly selected vendor.

The City reserves the right to withhold payment to Franchise Collector for the final month of service until Franchise Collector has complied with all requirements of this Agreement. City also reserves the right to deny Franchise Collector's vehicles access to certain streets, alleys etc. due to the conditions of certain streets, bridges, alley's etc. in the City.

## ARTICLE 5. RESIDENTIAL COLLECTION

5.1. Service Requests

5.1.1. All Residential Customers will initiate or terminate service directly with the City. The City will electronically transmit, in a form developed by the Franchise Collector and approved by the City, a routine service request to Franchise Collector on a daily basis, or as necessary. Franchise Collector shall start or terminate service on the next scheduled collection day following notification by the City. Franchise Collector shall not initiate or terminate service to a Residential Customer without notification from the City.

5.1.2. Franchise Collector shall be paid the full monthly collection rate for any new Residential Customer of which the Franchise Collector is notified

prior to the 15th Day of the month. Franchise Collector shall not be paid, until the following month, for any Residential Customer of which the Franchise Collector is notified after the 15th of the month.

5.2. Residential Collection Service: Franchise Collector shall be required to collect all properly prepared and placed Solid Waste, Program Recyclables, Bulk Waste and Yard Waste. Franchise Collector shall not be responsible for the removal or disposal of Unacceptable Materials.

5.2.1. Franchise Collector shall collect from Residential Customers all Solid Waste placed at the curb or approved location for collection. Solid Waste shall be collected twice per week.

5.2.1.1. Franchise Collector shall provide Roll Carts. See Exhibit 2 for technical specifications on Roll Carts.

5.2.1.2. Residential Customers may deliver to the Residential Drop-off Station small amounts of C&D Debris resulting from minor home improvements as part of their regular Residential Collection Service.

5.2.2. Franchise Collector shall collect from Residential Customers all Program Recyclables placed at the curb or approved location for collection in a Single Stream Roll Cart. Program Recyclables shall be collected once per week. Collection of Program Recyclables shall coincide with a Solid Waste Collection Day.

5.2.2.1. Franchise Collector shall provide Roll Carts. See Exhibit 2 for further details regarding Roll Carts.

5.2.2.2. The types of materials included for collection as Program Recyclables may be modified upon mutual agreement between the City, Waste Management and Franchise Collector. Such modification shall be at no additional cost to the City unless Franchise Collector can document that the addition of such items substantially impacts the cost of providing service.

5.2.3. Franchise Collector shall collect from Residential Customers all Bulk Waste and Yard Waste placed for collection in accordance with the specifications herein.

5.2.3.1. Bulk Waste shall be limited to a maximum of four (4) cubic yards per week. Bulk Waste shall be placed at the curb for collection one time per week and shall coincide with a Solid Waste Collection Day. All bulk material shall be properly prepared; when possible, vegetative material must be less than six feet long and five inches in diameter, bagged and/or bundled and be no greater than fifty pounds in weight; and all bulk materials placed at curbside. All Bulk Waste must be capable of being managed manually by a two person crew.

5.2.3.2. Yard Waste shall be placed into the provided Solid Waste Roll Cart, unless the materials are of a size or quantity that would make it unpractical to do so; then the materials shall be placed out for regular weekly bulk waste collection.

5.2.3.3. Franchise Collector shall be responsible for the collection of any white goods placed at the curb along with the Bulk Waste. White goods must be generated by the residential customer. Any appliance that contains Freon gas shall be certified and verified that all Freon gas has been removed prior to collection.

5.2.4. Residential Disposal True-up - Disposal costs for Residential Curbside units (single family, duplex, triplex, trailer pads and multifamily with curbside service) for garbage and (single family, duplex, triplex) for bulk waste are included in the Residential Curbside unit rate and Franchise Collector will receive payment from the City for same on a monthly basis. At the commencement of services under the Franchise Collection Agreement, annual residential curbside garbage and bulk tonnage will be established at 48,945.87 tons per year ("Residential Curbside Base Tons"). At the end of each fiscal year the City will calculate the actual cost of disposal for Residential Curbside units for garbage and bulk waste. Should the actual tonnage disposed at the Designated Facility be less than the Residential Curbside Base Tons, the Franchise Collector shall pay to the City the difference between the actual tons disposed for Residential Curbside units for garbage and bulk waste and the Residential Curbside Base Tons at the appropriate per ton disposal fee. If the actual tonnage disposed is more than the Residential Curbside Base Tons, there shall be no adjustment nor charge to the City and no reimbursement to the Franchise Collector. The disposal fee at the Designated Facility is adjusted annually effective October 1st. Residential Curbside Base Tons will be adjusted effective the same date by adding or deleting, as the case may be, new units that received certificates of occupancy and were subject to demolition permits. It is agreed that each single family, duplex or triplex unit generates 2.30 tons of garbage and bulk per year and multifamily curbside generates 1.16 tons of garbage per year.

5.3. In-Ground Container Collection

Franchise Collector shall assist the City in determining an appropriate alternative collection solution to transition from in-ground waste receptacles. During the transition, the Franchise Collector shall provide Collection Service for in-ground containers at no additional charge. Final collection solution for residents will be to utilize Roll Cart based on option implemented.

5.4. Side-Door/Back-Door Service

5.4.1. The Franchise Collector shall provide complementary side-door/back-door service for disabled Persons, approved and specified by the City, at no additional cost to the City or customer. The point of collection for side-door/back-door service shall be the customer's side yard, back yard, or

other location that is mutually acceptable to the Franchise Collector and the customer. The Franchise Collector shall provide side-door/backdoor service for Solid Waste and Program Recyclables on the scheduled collection day when Residential Collection Service would otherwise be provided to the customer.

5.4.2. Individuals who desire to receive side-door/back-door service may request side-door/back-door service for a monthly fee. The City will compensate the Franchise Collector the cost per month per address for side-door/back-door service for non-disabled Residential Customers according to Exhibit 1.

5.5. Procedures for Non-Collection

5.5.1. In the event that the Solid Waste placed out for collection does not comply with set out and collection requirements pursuant to this Agreement or City Code, the Franchise Collector is not required to collect it. If the Franchise Collector elects to not collect such materials, a non-collection notice shall be placed on the Roll Cart or non-conforming materials explaining why collection was not made.

5.5.2. In the event that Program Recyclables are contaminated through commingling with materials that are not a Program Recyclables, the Franchise Collector shall, if practical, collect the Program Recyclables and leave material that is not Program Recyclables in the Roll Cart along with a non-collection notice explaining why not all materials were collected. However, in the event that the Program Recyclables and materials that are not Program Recyclables are commingled to the extent that they cannot easily be separated by the Franchise Collector, or the nature of the non-Program Recyclables render the entire Roll Cart contaminated, the Franchise Collector shall leave all the materials along with a non-collection notice explaining why collection was not made.

5.5.3. Franchise Collector shall develop and produce non-collection notices. The design and content of non-collection notices must be approved by the City.

5.6. Missed Collections

5.6.1. A Missed Collection means that collection has not occurred by 7:00 p.m. on the regularly scheduled collection Day. If the City or customer notifies the Franchise Collector before 12:00 p.m. of a Missed Collection, the Franchise Collector shall return to the customer's premises before 7:00 p.m. the same day of the notification and collect all of the materials that have been set out for collection. If the Franchise Collector is notified after 12:00 p.m. of a Missed Collection, collection shall be made by 12:00 p.m. the Day following notification. All Missed Collections shall be noted as a complaint. Should Franchise Collector fail to remove the missed Materials or otherwise resolve the complaint to the satisfaction of the City within 24-hours after notification by the City or customer, the City may at that time remove the materials and a penalty of $250 per occurrence shall be

imposed against the Franchise Collector. Said penalty will be deducted against any and all other fees owing Franchise Collector by the City under this agreement.

5.7. Franchise Collector

5.7.1. The Franchise Collector shall maintain a collection plan, initially developed during the transition prior to Commencement Date, describing in detail how the Franchise Collector will provide Residential Collection Services in compliance with the requirements in the Agreement.

5.7.2. The collection plan and all revisions to the plan are subject to the Division Manager's prior written approval. A proposed collection plan shall be submitted to the Division Manager for approval whenever the Franchise Collector requests changes to the collection plan.

5.7.3. If the Division Manager approves a change to a customer's scheduled collection day, Franchise Collection shall provide all affected customers with a City-approved notice two (2) weeks prior to such change.

5.8. Residential Drop-off Station

5.8.1. The Residential Drop-off Station and site shall be staffed and operated by the Franchise Collector's personnel. The City shall not incur any costs associated with this Residential Drop-off Station.

5.8.2. The Franchise Collector shall accept Bulk Waste and Yard Waste, which are delivered to the Residential Drop-off Station by Residential Customers. The Residential Drop-off Station is the Waste Management Recycling Pompano facility located at 1951 N. Powerline Road, Pompano Beach. These materials shall be accepted by the Franchise Collector from 8:00 a.m. to 3:00 p.m. on Saturdays, except legal holidays. The Franchise Collector shall deliver the Bulk Waste and Yard Waste to the City's Designated Facilities and tonnage shall be counted towards the annual Residential Disposal True-up.

5.8.3. The Franchise Collector shall verify that the individual is a resident of the City of Pompano Beach before they are allowed to unload any Bulk Waste and Yard Waste at the Residential Drop-off Station. The individual shall provide proof of residency (i.e., a valid Florida driver's license or other identification deemed acceptable to the City). Commercial Customers and Commercial Waste shall not be accepted at the Residential Drop-off Station.

5.8.4. Bulk Waste and Yard Waste shall be accepted at the Residential Drop-off Station only from Residential Customers in non-commercial cars, pickup trucks or trailers (with a bed no larger than four (4) feet by eight (8) feet).

5.8.5. Franchise Collector shall be responsible for obtaining and maintaining any permits required for the operation of the Residential Drop-off Station.

## ARTICLE 6. MULTI-FAMILY COLLECTION

6.1. Service Requests

6.1.1. Residential Cart: Multi-Family Customers will initiate, terminate, or change service directly with the City. The City will electronically transmit, in a form developed by the Franchise Collector and approved by the City, routine service requests to Franchise Collector on a daily basis, or as necessary. Franchise Collector shall start or terminate service on the next scheduled collection day following notification by the City. Franchise Collector shall not initiate or terminate service to a Multi-Family Customer desiring residential cart service without notification from the City.

6.1.2. Containerized Service: Multi-Family Customers will initiate, terminate, or change service directly with the Franchise Collector if containerized service is desired. Service shall start, terminate, or change on the next scheduled collection day from the date requested by the Multi-Family Customer.

6.2. Multi-Family Collection Service

6.2.1. Residential Cart service: The same provisions as provided in Articles 5.2, (with the exception of Article 5.2.3), 5.3, 5.4, 5.5, and 5.6 shall apply as it pertains to Multi-Family services. Materials collected from Multi-Family Customers with residential cart service may be mixed with materials collected with Residential Collection Service. Materials collected from Multi-Family Customers must not be mixed with materials collected with Commercial Collection Service Containerized service: If commercial-type service is desired, the same provisions as provided in Article 7.2 shall apply. Materials collected from Multi-Family Customers with containerized service may be mixed with materials collected with Commercial Collection Service.

6.2.2. The minimum Collection Frequency for Multi-Family Solid Waste, via cart and/or containerized service shall be twice per week. The Multi-Family Customer and Franchise Collector shall mutually agree on the types, number, size, and placement, and Collection Frequency of containers. However, the size of the container and the Collection Frequency shall be sufficient to ensure that no Solid Waste is placed outside the container, falls out of the container, or becomes a nuisance situation for the general public or other commercial entities and must meet the requirements of the City Ordinance. If applicable, the Residential Customer or Collector desires to change the level of service and where mutual agreement is not reached, the Division Manager shall determine the requirements in order to meet City ordinance. On such occasions, services shall not be changed until such time that they are approved by the Division Manager.

6.2.3. Program Recyclables: Franchise Collector shall collect Program Recyclables from Multi-Family Customers that desire Recycling service.

6.2.3.1. Program Recyclables shall be placed in Franchisee-provided Roll Carts, or if mutually agreed upon with the multi-family property owner/manager, larger-sized covered containers provided and maintained by the Franchise Collector.

6.2.3.2. If Franchise Collector determines that Multi-Family Residence Recovered Materials contains an excessive amount of materials that are not Program Recyclables, the Franchise Collector shall inform the multi-family property owner/manager and Division Manager.

6.2.3.3. Program Recyclables collected from Multi-Family Customers may be mixed with Program Recyclables collected as part of the Residential Collection Service.

6.2.3.4. The collection rate for Program Recyclables for Multi-Family Customers shall be in the collection portion of the service rate based on the type of collection container utilized, container size and Collection Frequency requested. The Franchise Collector shall not charge disposal for Program Recyclables collected from Multi-Family Residences.

## ARTICLE 7. COMMERCIAL COLLECTION

7.1. Service Requests

Commercial Customers will initiate, terminate, or change service directly with the Franchise Collector. Commercial service shall start, terminate, or change on the next scheduled collection day from the date requested by the Commercial Customer.

7.2. Commercial Collection Service

7.2.1. Franchise Collector shall collect Solid Waste that is generated by Commercial Customers and placed in either: (a) Franchisee-provided and maintained containers, or (b) customer-provided and maintained containers that are Franchisee-approved.

7.2.2. The Commercial Customer and Franchise Collector shall mutually agree on the types, number, size, and placement, and Collection Frequency of containers. However, the size of the container and the Collection Frequency shall be sufficient to ensure that no Solid Waste is placed outside the container, falls out of the container, or becomes a nuisance situation for the general public or other commercial entities and must meet the requirements of the City Ordinance. The minimum Collection Frequency of Solid Waste for Commercial Customers that have any food or wet wastes shall be twice per week. For all Commercial Customers generating non-food or wet wastes, the minimum Collection Frequency shall be once per week not more than seven (7) Days apart, unless a

Holiday necessitates a delay. If the Commercial Customer or Collector desires to change the level of service and where mutual agreement is not reached, the Division Manager shall determine the requirements in order to meet City ordinance. On such occasions, services shall not be changed until such time that they are approved by the Division Manager.

7.2.3. All Commercial Customer collection containers shall be kept in an easily accessible location to the collection vehicle, but not in any case shall they be placed on any public street, alley, road, sidewalk, parkway, or part thereof. All containers must comply with all City Ordinances.

## ARTICLE 8. CONTAINERS

8.1. Residential and Multi-Family Roll Carts

8.1.1. All Residential and Multi-Family Customers shall be provided Roll Carts as per the terms of this Agreement. The exception would be in those areas that cannot accommodate Roll Cart service due to inaccessibility problems, cart storage problems, or similar extreme circumstances. These areas shall receive service consisting of owner provided 32-gallon garbage cans, 32-gallon bags or bundles in lieu of the 96-gallon cart, as decided by the City and the Franchise Collector. This option will not incur any additional costs to City or Customer.

8.1.2. Roll Cart Distribution: The Franchise Collector shall be responsible for the purchase, assembly, and distribution of Roll Carts along with a Franchisee-provided information packet to all Residential Customers or Multi-Family Customers receiving cart service within the Service Area prior to the Commencement Date, and to all new customers added by the City after the Commencement Date. Roll Carts must meet the technical specifications provided in Exhibit 2.

8.1.3. The standard program-size Roll Carts include a ninety-six (96) gallon cart for Solid Waste and a sixty-five (65) gallon cart for Program Recyclables issued to each address receiving Residential Collection Service or cart Multi-Family Collection Service.

8.1.4. Additional Roll Carts: If a Residential or Multi-Family customer generates large quantities of Solid Waste or Program Recyclables, the customer may contact the City and request an additional Roll Cart to accommodate the extra materials. The City will electronically submit a request for the Franchise Collector to deliver an additional Roll Cart to the customer. The City will reimburse the Franchise Collector fifty dollars ($50) for each additional Roll Cart that is requested by the City on behalf of the Residential Customer or Multi-Family Customer receiving residential-type service. There shall be no charge for the additional collection service.

8.1.5. Roll Cart Size Exchange: During the first year of this agreement a Residential Customer or Multi-Family Customers, receiving cart service may opt for a one time Roll Cart size exchange. At any time during the

term of this agreement the Division Manager may request a Roll Cart size exchange. Roll Carts purchased by the Franchise Collector and delivered to a Residential or Multi-Family Customer receiving cart service shall become the property of the City upon expiration or termination of this Agreement.

8.1.6. The Franchise Collector shall be responsible for Roll Cart maintenance, repair, warranty recovery, and delivery/removal to/from Residential and Multi-Family Customers. The Franchise Collector will be responsible for tracking all movement of all Roll Carts including repairs, warranty recovery, deliveries, and removals. The Franchise Collector shall repair or replace a Roll Cart upon receiving notice from the City or customer of the need for repair, or if identified unserviceable by the Franchise Collector.

8.1.7. If the Franchise Collector can satisfactorily prove to the Division Manager that a damaged Roll Cart is the fault of the customer, the City will reimburse the Franchise Collector fifty dollars ($50) for the damaged Roll Cart.

8.1.8. Customers are to report Roll Carts stolen, lost or missing directly to the City. Upon notification that the Roll Cart has been stolen, the City will advise the Residential Customer to file a police report. Upon notification by the Residential Customer of the police case number to the City the Roll Cart shall be replaced without charge to the resident. If there is no police report the Roll Cart shall be replaced by the Franchise Collector and the Franchise Collector shall be entitled to reimbursement of fifty dollars ($50) from the City for the stolen, lost, or missing cart.

8.1.9. All new or replacement Roll Carts shall be delivered to the Residential Customer or Multi-Family Customer receiving cart service within three (3) Days from the date of request.

## ARTICLE 9. HOURS AND HOLIDAYS

9.1. Hours and Days of Collection

9.1.1. Residential and Multi-Family Collection Services shall take place between 7:00 a.m. and 7:00 p.m., Monday through Saturday.

9.1.2. Commercial Collection Services shall take place between 6:00 a.m. and 9:00 p.m., Monday through Saturday. However, in the event the Commercial Customer's property is located 500 feet or less from any building or structure designed or constructed for and capable of use as a residence for one or more families including, but not limited to, single-family homes, mobile homes, condominiums, townhouses, apartment complexes, public lodging establishments and other multi-family residences, the hours of collection shall be the same as for Residential or Multi-Family Collection Services specified above.

9.2. Holidays

The only designated Holiday is Christmas Day. The Franchise Collector is not required to provide Collection Services or maintain office hours on Holiday(s). On those day(s) when the designated facilities are closed in connection with a holiday, the Franchise Collector shall collect the materials on the next service day and must take any additional materials that may be placed outside the container by the customer. No make-up day is provided. The Division Manager must approve the Holiday schedule.

## ARTICLE 10. DESIGNATED FACILITIES

10.1. Current Designated Facilities

The Franchise Collector shall deliver all materials collected pursuant to this Agreement to the City's Designated Facilities:

Solid Waste
Monarch Hill Landfill at Pompano Beach, FL
3000 Wiles Road
Pompano Beach, FL 33073

Program Recyclables
WM Recycle America, LLC
20701 Pembroke Road
Pembroke Pines, FL 33029

Failure to deliver any Solid Waste or Program Recyclables collected to a Designated Facility pursuant to the Agreement will result in a fine of $5,000 per occurrence; occurrences beyond the first one may also result in termination of this Agreement.

10.2. Change in Facility Location

Provided that there is no conflict with existing contractual requirements, the City may designate additional facilities during the term of the Agreement. If the City designates an additional facility, the City shall provide written notice to the Franchise Collector. In the event the Franchise Collector is directed by the City to a facility for a period longer than fourteen (14) consecutive Days, the Franchise Collector may request the City for additional compensation. The Division Manager shall negotiate compensation to the Franchise Collector for additional costs incurred as a result of such a diversion, where such additional costs can be documented and justified to the Division Manager's satisfaction.

## ARTICLE 11. GENERAL COLLECTION

11.1. Restrictions on Collection of Mixed Loads

11.1.1. The Franchise Collector shall not combine Solid Waste, Recovered Materials, or other materials collected in the Service Area with Solid Waste, Recovered Materials, or other materials collected outside of the

Service Area, unless such action is approved in advance by the Division Manager.

11.1.2. Solid Waste and Program Recyclables shall be handled separately by the Franchise Collector at all times during the collection process and shall not be commingled, unless such action is approved in advance by the Division Manager.

11.1.3. Franchise Collector shall be solely responsible for all disposal costs associated with loads of:

a) Materials generated within the City mixed with materials generated elsewhere.

b) Mixed material types (Solid Waste, Bulk Waste, and Recovered Materials).

11.2. Customer Service and Service Verification Management System

11.2.1. Franchise Collector shall provide and maintain a customer service and service verification system with web-based access. Software shall be capable of providing reports online that can be downloaded in PDF and Excel formats. The system shall also be free of any requirements for the City to install and support any back-office software for the collection and delivery of such information. Franchise Collector is responsible for all associated software costs and maintenance.

11.2.2. Customer Service software shall be capable of allowing City to input, monitor, and obtain information on prior complaints and requests.

11.2.3. Service verification software shall be capable of providing map-based location visibility of service events and collection vehicles operated in real time. Depending on the service option selected, variables and fields used to supply and manage this information shall include, but not be limited to:

a) Collection Service (Residential, Multi-Family, or Commercial)

b) GPS trackable reports, upon request, that provide for a "bread crumb" report of vehicle activity.

c) Collection event date, time, and latitude/longitude coordinates

d) Route and truck information

e) Other information as requested by the Division Manager.

11.3. Manner of Collection

11.3.1. All containers and Roll Carts shall be completely emptied and placed back in an upright position at the point where collected. Roll Carts shall be placed with the lid in the closed position. Dumpster and Compactor Containers shall be kept clean and painted. Upon request, the Franchise Collector shall submit a schedule showing the frequency of the cleaning and painting of the Dumpster and Compactor Containers.

11.3.2. Franchise Collector shall provide all Collection Services with as little noise and disturbance as possible.

11.3.3. No trespassing by Franchise Collector's employees will be permitted.

11.3.4. No employee shall remove or tamper with any property not placed for collection.

11.3.5. The Franchise Collector shall provide Collection Service to Residential and Multi-Family Customers located in gated communities and privately maintained roadways pursuant to the terms of City of Pompano Beach Code.

11.3.6. All collection vehicles shall remain on the right-hand side of the road when providing Collection Service and at no time shall collection crews cross to the left-hand side of the road to retrieve containers, Roll Carts, or materials that have been set out for collection.

11.3.7. Franchise Collector's vehicles shall not unduly interfere with vehicular or pedestrian traffic. Vehicles shall not be left on the street unattended.

11.4. Protection of Private and Public Property

11.4.1. The Franchise Collector acknowledges that collection points on rights-of-way are frequently co-located with other utility easements. Therefore, particular attention shall be given to the location of water meters, transformers, guy wires, utility poles, and irrigation structures. Authorization to use the easement does not abrogate the Franchise Collector's responsibility to exercise caution in relationship to the property of other authorized users.

11.4.2. Franchise Collector shall take care to prevent damage to all public and private property while conducting services pursuant to this agreement, including, but not limited to, buildings, monuments, markers or fences, vehicles, pipes and underground structures, storm water inlet covers, gutters, curbs, public streets, flowers, shrubs, and other plantings. The City acknowledges this does not preclude normal wear and tear of streets resulting from normal use by Franchise Collector.

11.4.3. Franchise Collector shall immediately notify the Division Manager of any damage to public or private property caused by Franchise Collector during the provision of Collection Services. Wherever such property is damaged due to the activities of Franchise Collector, it shall be restored in a timely fashion to its original condition or better by Franchise Collector at its expense.

11.4.4. In case of failure on the part of Franchise Collector to restore such property or make good such damage or injury, the City may, upon forty-eight (48) hours written notice to Franchise Collector, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and to bill the cost to Franchise Collector. If any damage caused by Franchise Collector impacts the safety, health and welfare of the City's

citizens, the repairs will be arranged by the City and billed to Franchise Collector based on the actual cost incurred by the City to repair the said damages, plus ten percent (10%) to account for the City's administrative costs.

11.5. Spillage and Littering

11.5.1. The Franchise Collector shall not litter or cause any spillage to occur upon the premises or the right-of-way, driveway or street wherein the collection and transport of materials shall occur. During transportation, all collected materials shall be contained, tied, or enclosed to prevent leaking, spilling and blowing from vehicle.

11.5.2. In the event of any confirmed spillage/leakage from a Franchise Collector's vehicle, the Franchise Collector shall promptly, within twenty-four (24) hours, clean up all spillage/leakage at no cost to the City. The Franchise Collector is responsible to clean such spills to the satisfaction of the Division Manager up to, and including, resealing or resurfacing depending on the severity of the spill. If the Franchise Collector can satisfactorily prove to the Division Manager that the responsibility for the spillage/leakage belongs with a third party, then the Franchise Collector will not be responsible for the cleanup.

11.6. Contingency Plan

Franchise Collector shall develop a contingency plan that describes the Franchise Collector's plan of action in the event that an emergency, natural disaster or other situation renders the Franchise Collector's operations, yard, or equipment unusable. The contingency plan shall describe the steps that the Franchise Collector shall take to avoid interruptions or reductions in Collection Service. In the event the contingency plan is updated it shall be made available to the Division Manager within two (2) Days after the plan is revised. The contingency plan and all revisions to the plan are subject to the Division Manager's approval.

## ARTICLE 12. FRANCHISE COLLECTOR'S RESPONSIBILITY

12.1. Relationship with the City

12.1.1. The Franchise Collector shall cooperate with the City in every reasonable way to facilitate the successful completion of the activities contemplated in this Franchise Agreement. The City shall have twenty-four (24) hour access to the Franchise Collector's General Manager, Operations Manager, or designee. The Franchise Collector shall provide City with a list of all employee personnel positions referenced in this Agreement and their corresponding contact information at the commencement of this Agreement.

12.1.2. To promote the highest level of customer service, the Division Manager may meet anytime with the Franchise Collector for the purpose of:

- Ensuring that the Franchise Agreement, City Ordinances, and Applicable Law are being interpreted correctly;

- Addressing any problem the Franchise Collector may be experiencing while performing the Franchise Agreement responsibilities; and
- Discussing any ideas that may enhance Collection Services in the City.

12.2. Personnel

12.2.1. The Franchise Collector shall use competent, qualified, non-impaired personnel to provide Collection Services pursuant to this Agreement. The Franchise Collector shall devote sufficient personnel, time, and attention to its operations under this Agreement to ensure that its performance will be satisfactory to the City.

12.2.2. The General Manager or other appropriate individual shall be the primary point of official contact on behalf of the Franchise Collector for all technical and administrative matters pertaining to this Agreement. The General Manager or other appropriate individual shall be responsible for overseeing and implementing the Franchise Collector's performance under this Agreement.

12.2.3. Franchise Collector shall appoint one (1) or more Operations Managers. The Operations Manager(s) shall oversee the Franchise Collector's day-to-day operations and Collection Services under this Agreement.

12.2.4. The Franchise Collector shall furnish each employee with an appropriate means of identifying him or her as an employee of the Franchise Collector (e.g., a uniform with a nametag and company logo). The Franchise Collector's employees shall wear the identification at all times while on duty.

12.2.5. All of the Franchise Collector's personnel shall maintain a courteous and respectful attitude at all times. The Franchise Collector shall instruct its employees to avoid loud or profane language at all times during the performance of their duties under this Agreement. Franchise Collector's employees shall not conduct himself or herself in a negligent, disorderly, or dishonest manner.

12.2.6. The City reserves the right to disapprove and request removal of any Franchise Collector personnel assigned to the City's work. Such disapproval or request shall be for reasonable cause only and shall be addressed in writing to the Franchise Collector's General Manager. Notwithstanding the foregoing, the Franchise Collector shall not be required to take any action with regard to the Franchise Collector's personnel that would violate any Applicable Law.

12.3. Employee Training and Licenses

12.3.1. All of the Franchise Collector's employees shall be qualified and appropriately trained for the tasks assigned to them. The Franchise Collector shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of this

Agreement and all Applicable Law. The City has the right to review the Franchise Collector's training records.

12.3.2. At all times when operating vehicles or equipment pursuant to this Agreement, the Franchise Collector's employees shall carry a valid Florida driver's license for the type of vehicle or equipment being operated.

12.4. Franchise Collector's Safety Program

12.4.1. The Franchise Collector shall develop, implement, and maintain a safety plan for all of its operations under this Agreement. The safety plan shall comply with the requirements in ANSI standards for Solid Waste collections operations and equipment, OSHA, and all other Applicable Law. The Franchise Collector shall comply with its safety plan at all times. Upon request, a copy of the safety plan shall be provided to the Division Manager, or designee.

12.4.2. The Franchise Collector shall appoint an employee who is qualified and authorized, as defined by ANSI and OSHA, to supervise and enforce safety compliance.

12.4.3. The Franchise Collector shall provide routine safety training to all of its employees, in compliance with ANSI, OSHA, and all other Applicable Law. Documentation of the Franchise Collector's training programs, and the successful training of each employee, shall be maintained on file and shall be provided to the Division Manager, or designee, upon request.

12.4.4. A written procedure shall be established for the immediate removal to a hospital or a doctor's care of any employee or other Person that is injured and requires medical assistance during the execution of this Agreement. Any injury sustained by a Franchise Collector employee while on the job, including OSHA recordable injuries, shall be reported to the Division Manager, or designee, immediately.

12.5. Office & Call Center Requirements

12.5.1. The Franchise Collector shall maintain an office within Broward or Palm Beach County. Franchise Collector shall maintain a call center, which must have a Broward County phone number. The office and call center shall remain open for business from 8:00 a.m. to 5:00 p.m., Monday through Saturday Eastern Standard Time.

12.5.2. The Franchise Collector's office shall be equipped with adequate and appropriate personnel and equipment to receive, document, and respond to all inquiries, issues, and complaints in a timely manner. The Franchise Collector's office staff shall be familiar with the City and the Franchise Collector's obligations under this Agreement.

12.5.3. The Franchise Collector shall provide either an answering machine or voice mail service during non-office hours for customer calls. During office hours, these services must be monitored regularly, so that the

Franchise Collector can respond to any message within sixty (60) minutes. During non-office hours, customer inquiries shall be recorded and answered no later than 10 a.m. the following business day.

12.5.4. The Franchise Collector's office shall employ a two-way communication system that can be used to promptly contact the General Manager, the Operations Manager(s), and all of the Franchise Collector's collection vehicle drivers.

12.5.5. The Franchise Collector shall establish a process for receiving and handling emergency calls, both during and after normal operating hours.

12.6. Customer Service Standards

12.6.1. The Franchise Collector shall be responsible for providing the highest quality service to Residential, Multi-Family, and Commercial Customers under the provisions of this Agreement.

12.6.2. The Franchise Collector shall resolve all complaints as expeditiously as possible. The Franchise Collector shall take whatever steps are necessary to remedy the cause of a complaint within twenty-four (24) hours after receiving a complaint from the customer or the City. The Franchise Collector shall notify the Division Manager about any disputes with a customer that the Franchise Collector has not been able to resolve within twenty-four (24) hours after receiving the customer's complaint. The Franchise Collector may request, and the Division Manager may grant, additional time to remedy a complaint when necessary.

12.6.3. Dispute Resolution Process for Customer Complaints is as such:

12.6.3.1. The Franchise Collector shall notify the Division Manager whenever assistance is needed to resolve a dispute between a customer and the Franchise Collector, including but not limited to, disputes concerning the proper interpretation and implementation of the Agreement and City Code.

12.6.3.2. The Division Manager shall evaluate the facts concerning such disputes and shall make a fair and impartial determination about such matters.

12.6.3.3. The Division Manager shall notify the Franchise Collector and the customer concerning the Division Manager's decision about the disputed issues.

12.6.3.4. The Franchise Collector and customer shall have three (3) Days to comply with the Division Manager's decision.

12.7. Vehicle and Collection Equipment

12.7.1. General Requirements

12.7.1.1. The Franchise Collector shall maintain a dedicated fleet of collection vehicles to fulfill this Agreement. No single frontline

vehicle shall exceed a maximum age of eight (8) years; no single reserve vehicle shall exceed a maximum age of ten (10) years.

12.7.1.2. The preferred fuel type for all front-line fleet is Compressed Natural Gas (CNG).

12.7.1.3. The Franchise Collector shall purchase and/or lease, maintain, and repair all of the vehicles and equipment necessary to comply with the requirements of this Agreement. The Franchise Collector's vehicles and equipment shall be compatible (in size and weight) with, and appropriate for, the areas where such vehicles and equipment are utilized. If the Franchise Collector must use a substandard road (as determined by the City) to obtain access to a customer, the Franchise Collector shall use lightweight vehicles and equipment when providing service on such roads.

12.7.1.4. All of Franchise Collector's collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's cargo area during loading and transport operations.

12.7.1.5. All collection vehicles shall be painted a uniform color.

12.7.1.6. The Collector shall maintain a yard for all front line and reserved vehicles and equipment within Broward or Palm Beach County. The City reserves the right to conduct periodic inspections of collection vehicles to insure compliance with Federal and State commercial motor vehicle statues, as well as the above requirements.

12.7.2. Ancillary Equipment in Franchise Collector's Vehicles

12.7.2.1. All vehicles used to provide Collection Services under this Agreement shall be equipped at all times with: (a) all safety supplies, equipment, and first aid supplies required by Applicable Laws; (b) a fire extinguisher; (c) a heavy-duty broom, a rake, and a large dustpan; (d) a spill response kit; (e) an audible back-up warning device; and (f) back-up cameras. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from Franchise Collector's collection vehicles.

12.7.3. Reserve Vehicles and Equipment

12.7.3.1. The Franchise Collector shall have sufficient reserve vehicles and equipment available to complete daily Routes. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when frontline vehicles and equipment are out of service, or when unanticipated delays will prevent frontline

vehicles and equipment from completing the collection Route(s) within the established hours of collection.

12.7.3.2. The reserve vehicles and equipment shall be ready to go into service within two (2) hours of any breakdown or delay. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment being replaced. Reserve vehicles are not required to be fueled with CNG.

12.7.4. Maintenance and Cleaning

12.7.4.1. The Franchise Collector shall monitor, maintain and repair its collection vehicles and equipment, at a minimum, in compliance with the manufacturer's recommendations. Oil/hydraulic systems and waterproof seals/enclosures shall be kept in good condition at all times to prevent spills and leaks.

12.7.4.2. The Franchise Collector shall keep all collection vehicles and equipment clean and free from dirt and residue. All collection vehicles used for the collection of Solid Waste shall be washed thoroughly and sanitized with a suitable disinfectant and deodorant at least once each week, unless the Division Manager approves an alternate cleaning schedule. Other collection vehicles shall be cleaned and washed, as necessary, to minimize the potential for odors and nuisance conditions.

12.7.4.3. Franchise Collector shall provide convenient means to clean and sanitize commercial containers periodically, and on an as-needed basis.

12.7.5. Vehicle Identification

12.7.5.1. Franchise Collector's vehicles and commercial containers shall clearly display the Franchise Collector's logo, name, and telephone number printed in letters not less than three inches (3") on each side of the vehicle.

12.7.5.2. Franchise Collector vehicles shall be numbered with numbers not less than three inches (3") high on each side of the vehicle. Franchise Collector shall keep a record of the vehicle to which each number is assigned.

## ARTICLE 13. RECORD KEEPING AND REPORTING

13.1. Record Keeping

Franchise Collector shall maintain records, documents, and other information directly pertinent to performance of work under this Agreement in accordance with Applicable Law. Franchise Collector shall comply with requirements of the Florida Public Records Laws, including those obligations to keep, maintain, and provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the City at the conclusion of this Agreement.

13.2. Reporting

13.2.1. No later than 7:30 p.m. on each Collection Service Day, the Franchise Collector shall send an e-mail to the Division Manager pertaining to routes not being completed for Residential Customers and Multi-Family Customers receiving cart service. The e-mail shall state the reason for non-completion, plans to remedy the situation, and anticipated route completion time.

13.2.2. Monthly Report: Prior to the fifteenth (15th) of each month during the term of this Agreement, Franchise Collector shall electronically submit a report to the Division Manager, in a format approved by the Division Manager, which may include use of the service verification system reports when appropriate. The report shall contain the following information for the previous service month:

a) Total gross revenues from receipts, including collection and disposal fees, from all temporary C&D roll-off container services at permitted construction sites during the previous month, along with other documentation as requested by the Division Manager. This information will serve as backup for the City imposed 12% franchise fee for temporary C&D roll-off containers.

13.2.3. Quarterly Reports: Within thirty (30) days of the end of each quarter, Franchise Collector shall provide the Division Manager a report, in a format approved by the Division Manager, summarizing the information required in reports specified in Articles 13.2.2 and 13.2.5

Reports listed below will be provided upon request by the Division Manager.

13.2.4. Daily Report: Within one calendar day of occurrence, Franchise Collector shall electronically notify the Division Manager of any of the events listed below, in a format approved by the Division Manager, which may include use of the service verification system reports when appropriate. If no such events occur, no notification is necessary.

a) Unresolved customer complaints as specified in Article 12.6.

b) Non-collection as specified in Article 5.5.

c) Incidences of property damage to public or private property by Franchise Collector as specified by Article 11.4.

d) Incidences of spillage as specified in Article 11.5.

13.2.5. Monthly Report: On the first Monday of the month during the term of this Agreement or upon request by the City, Franchise Collector shall electronically submit a report to the Division Manager, in a format approved by the Division Manager, which may include use of the service verification system reports when appropriate. The report shall contain the following information for the previous service week:

a) Tonnage of Solid Waste, Program Recyclables, and Bulk Waste, from Residential Customers and Multi-Family Customers receiving cart service reported separately, by truck number, along with other documentation as requested by the Division Manager.

b) Program Recyclables collected from Multi-Family Customers receiving containerized service may be mixed with cart collection of Program Recyclables until the point at which it is not cost-prohibitive to collect Program Recyclables from Multi-Family Customers receiving containerized service separately and report tonnage by truck, along with other documentation as requested by the Division Manager.

c) Tonnage of Solid Waste collected from Commercial Customers and Multi-Family Customers receiving containerized service, reported by truck, along with other documentation as requested by the Division Manager.

13.2.6. Upon Request, the Franchise Collector shall provide any additional information or reports as requested by the Division Manager to monitor this Agreement or the City's solid waste and recycling programs. Examples of such reports are as follows:

a) A list of all Multi-Family Residences choosing containerized service that receive collection of Program Recyclables, including the type, number, and size of container; Collection Frequency, and service rate charged.

b) A list of all Commercial Customers receiving Recovered Materials collection service, including the type, number, and size of container; frequency of service; and service rate charged.

c) A summary of all complaints (Article 12.6). Information provided shall include the date and time of call; name, address, and telephone number of person calling; nature of complaint; Franchise Collector's response or action taken with respect thereto; date and time of resolution.

d) Roll Cart repair, replacement, exchange, and asset management

e) Any Commercial Customer or Multi-Family Customer choosing containerized service that has been initiated, terminated, or changed.

## ARTICLE 14. EDUCATION AND OUTREACH

14.1. Responsibility

The City shall have the primary responsibility for creating public educational and outreach promotional materials for the City's Solid Waste Services. However, the Franchise Collector shall, as requested by the City, assist the City in developing and distributing educational and promotional materials. The Franchise Collector shall provide an annual payment of Fifty Thousand ($50,000.00) Dollars to be utilized by the City for administration of this Agreement and its provisions.

14.2. Residential Collection Service Requirements

Prior to the Commencement Date and annually thereafter, Franchise Collector shall provide each Residential Customer and Multi-Family Customer with separate written information summarizing the obligations of residents and Franchise Collector regarding Sold Waste, Program Recyclables, Yard Waste, and Bulk Waste collection. The information shall include set out procedures, days of collection, complaint procedures, and contact information for the City and Franchise Collector. Design, content, and method of distribution are subject to approval by the Division Manager prior to distribution. Franchise Collector shall be responsibility for all costs of producing and distributing the information. The initial required information packet shall be included with the distribution of the Roll Carts. The Franchise Collector shall, at no time, develop or distribute any promotional and/or educational materials to Residential Customers without prior written authorization from the City.

14.3. Multi-Family Collection Service Requirements

14.3.1. Cart service: If cart service is desired, the same provisions as provided in Article 14.2 shall apply.

14.3.2. Containerized service: If containerized service is desired, the same provisions as provided in Article 14.4 shall apply.

14.4. Commercial Collection Service Requirements

Prior to the Commencement Date and annually thereafter, Franchise Collector shall provide each Commercial Customer with written information summarizing the obligations of the Commercial Customer and the Franchise Collector regarding Solid Waste and Recovered Materials including setout procedures and current service rates, container availability, and complaint procedures. Franchise Collector shall be responsible for all costs of producing and distributing the information and may do so in conjunction with monthly invoices. The Franchise Collector shall, at no time, develop or distribute any promotional and/or educational materials to Commercial Customers without prior written authorization from the City.

## ARTICLE 15. COMPENSATION AND PAYMENT

15.1. Collection Service Rates

15.1.1. Rates for Residential, Multi-Family, and Commercial Collection Service are provided in Exhibit 1.

15.1.2. Annual Rate Adjustment

The unit price for Collection Services shall remain the same through the first year of the Agreement. Beginning October 1, 2016 and each October 1st for the remaining term of the Agreement, the Collection Service rates shall be adjusted as follows:

1. From the latest Producer (Wholesale) Price Index for Durable Goods (WPUSOP3130) for the region including Broward County,

as determined and recorded by the United States Department of Labor, Bureau of Labor Statistics, as of September of the second previous year, subtract the amount in the preceding year. The difference shall be expressed as a percentage.

2. The change, expressed as a percentage, as of October of the second previous year, subtract the amount in the preceding year for said period in the Consumer Price Index - All Urban Consumers (CPI-U) (CUURA320SA0) for the region including Broward County, as determined and recorded by said Bureau of Labor Statistics, shall be similarly calculated.

3. The percentage change of each of the foregoing indices so determined shall be added together. The sum of those numbers shall then be divided by two to determine the average change, expressed as a percentage, of the two indices (the "Average Change"). The rate shall be adjusted by seventy-five [percent (75%) of the Average Change for each Fiscal Year during the term of this agreement.

4. The percentage of change (increase/decrease), rounded to the nearest hundredth of a percent, shall be applied to the customer's rate and rounded to the nearest penny.

5. Notwithstanding the foregoing, if the Average Change is a negative number the rate shall not be adjusted.

In the event that either or both of said indices shall no longer be available during the term of this agreement, the parties hereto shall mutually select a replacement index or indices as required, provided that any such replacement shall, in the best judgment of the parties, be as nearly the same as the replaced index or indices.

The total adjustment to the service rate in any given year shall not exceed five percent (5%) of the previous year's rate.

15.1.3. Disposal rates for Commercial Customers and Multi-Family shall be adjusted pursuant to the terms of the Solid Waste Disposal Agreement and said adjusted disposal rate shall be a component of the Collection Services rate for Commercial and Multi-Family customers.

15.2. Billing and Payment

15.2.1. Residential Collection Service: The City shall bill and collect payment from Residential Customers for all Residential Collection Service. The City will submit to the Franchise Collector a report with the number of units that have paid for service within each category. This report will serve as the reference document for which the monthly invoice for services rendered will be based. Within forty-five (45) days of receiving the invoice from Franchise Collector, the City shall remit payment to the Franchise Collector for services rendered to Residential Customers.

15.2.2. The Franchise Collector will be responsible for both hauling and applicable disposal and processing tip fees for Residential Solid Waste and Program Recyclables as per the Disposal Agreement. At its sole discretion, the City may remove the obligation for the Franchise Collector to directly pay for applicable disposal and processing tip fees for residential Solid Waste and Program Recyclables. This transition would occur with a minimum of a 60 day notice to the hauler. This disposal fee is adjusted annually effective October 1.

15.2.3. Multi-Family Collection Service

15.2.3.1. Cart service: The City shall bill and collect payment from Multi-Family Customers receiving residential-type cart service. The City will submit to the Franchise Collector a report with the number of units that have paid for service within each category. This report will serve as the reference document for which the monthly invoice for services rendered will be based. Within forty-five (45) days of receiving the invoice from Franchise Collector, the City shall remit payment to the Franchise Collector for services rendered to Multi-Family Customers receiving residential-type service.

15.2.3.2. Commercial-type service: Franchise Collector shall direct bill and collect payment from all Multi-Family Customers receiving commercial-type service according to the provisions in Article 15.2.4.

15.2.4. Commercial Collection Service

15.2.4.1. Franchise Collector shall direct bill and collect payment from Commercial Customers for all Commercial Collection Services as per the terms of this agreement.

15.2.4.2. The Franchise Collector shall be responsible for the cost of disposal of all Solid Waste collected from Commercial Customers and delivered to Designated Facilities as per the Disposal Agreement. The amount of the billing shall be the weight of Solid Waste delivered times the tipping fee established by the City's Disposal Agreement.

15.2.4.3. Franchise Collector may choose to stop or terminate service when a Commercial Customer account is overdue. However, the City must be notified at least two weeks prior to the date that service will be stopped or terminated. In the event service is terminated, the Franchise Collector is authorized to remove any commercial containers or equipment belonging to the Franchise Collector.

15.2.5. At any time during the term of this agreement, the City reserves the right to move to an annual billing system as a result of collecting Residential and Multi-Family cart collection fees through the tax roll.

15.2.6. Franchise Fees

15.2.6.1. Franchise Collector shall pay the Franchise Fee Payment due to the City on or before the fifteenth (15) day of each month following the month that services were rendered.

15.2.6.2. Franchise Collector shall provide the City, on a monthly basis with the payment a 12% franchise fee using a financial statement setting forth the computation of the fee. The fee shall consist of Gross Revenues received, including collection and disposal fees and excluding the 12% franchise fees. Franchise Fee shall be calculated based on the preceding month as detailed in the financial statement.

15.2.6.3. Subject to applicable law, no acceptance by the City of any Franchise Fee payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the City may have for additional sums payable. The Franchise Fee payment is not a payment in lieu of any other tax, fee or assessment.

15.2.6.4. In the event that a Franchise Fee is not received by the City on or before the due date set forth in the Agreement, or is underpaid, the City reserves the right to retain funds from its payment to the Franchise Collector or require the Franchise Collector to forfeit the prior month's collection payments consistent with this Agreement.

## ARTICLE 16. EMERGENCY SERVICES

Franchise Collector shall attend the City's emergency management/disaster preparedness meetings, and shall provide the City with any materials that may be useful to the City's efforts, including, but not limited to, collection schedules, Routes, and security codes to private community gates. The Division Manager shall notify the Franchise Collector of the date, time and location of the meetings, and any necessary materials to be provided by the Franchise Collector.

In the event of a hurricane, tornado, major storm, or other disaster, natural or man-made, the Franchise Collector's primary responsibility shall be to reestablish regular schedules and Routes for solid waste collection services as soon as possible after the disaster. Collection and disposal of Solid Waste shall be the highest priority.

The City may request the Franchise Collector to collect disaster debris within an area specified by the City, at a service rate that is mutually agreed upon by the parties. Upon agreement by the Franchise Collector and written authorization by the Division Manager, the Franchise Collector shall collect disaster debris in an agreed upon area for a specified period of time and shall deliver such disaster debris to a location designated by the City.

Nothing herein shall require the City to utilize the services of Franchise Collector to collect disaster debris, or to prevent the City from contracting with other parties to perform all or a portion of such work.

## ARTICLE 17. BONDS

17.1. Performance Bond

The Franchise Collector shall furnish a $5,000,000.00 performance bond as security for the performance of this Agreement with the City on or before the Effective Date. The premium for the performance bond described above shall be paid by the Franchise Collector. The performance bond shall be written in a surety company licensed to do business in the State of Florida with an A.M. Best Financial rating of VII or higher for the most current calendar year available. The Surety or Sureties shall be a company or companies satisfactory to the City.

17.1.1. Said bond shall be forfeited should the Franchise Collector:

a) Fail to comply with the terms of this Agreement after written notice and reasonable time to cure; or

b) Take the benefit of any present or future insolvency status or make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of reorganization or the readjustment of indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of Franchise Collector's property; or

c) By an order or decree of a court to be adjudicated bankrupt; or

d) Have an order or decree of a court entered approving a petition filed by any of Franchise Collector's creditors seeking a reorganization or readjustment of Franchise Collector's indebtedness under the Federal Bankruptcy laws or any law or statute of the United States or any state thereof, provided, however, that if any such judgment or order is vacated within sixty (60) Days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect.

17.2. Payment Bond Disposal

Not applicable under the terms of this agreement.

17.3. Liquidated Damages

The City and Franchise Collector acknowledge and agree that it is impossible to precisely determine the amount of damages that would be incurred by the City due to those failures or circumstances described in this section and for which the Franchise Collector would otherwise be liable. Accordingly, the City has determined terms and amounts of the liquidated damages set forth herein, and the parties agree that the liquidated damages are reasonable under the circumstances. Therefore, the following shall constitute liquidated damages, not penalties, for the Franchise Collector's breach of this Agreement.

17.3.1. Liquidated damages for incomplete Routes (or other re-routing related service failures) will not be assessed for a period of four (4) weeks from the implementation of any City-approved Route change. Complaints from customers residing in the affected areas shall still be reported during this grace period.

17.3.2. The Division Manager may assess the following liquidated damages pursuant to this Article on a monthly basis in connection with the Agreement and shall, at the end of the month during the term of this Agreement, notify the Franchise Collector in writing of the liquidated damages assessed and the basis for each assessment:

| **Performance Standard Violation** | **Liquidated Damages** |
|---|---|
| Failure to submit to the City all plans, reports, or other documents in the time required under the provision of this Agreement unless otherwise approved by the Division Manager. | $500 per incident / per day after due date |
| Failure to comply with the hours of operation as required. (Article 9.1) | $300 per occurrence / per day |
| Failure to report Route status. (Article 13.2) | $100 per day |
| Failure to return containers or garbage receptacles to original location as per Agreement | $100 per incident |
| Failure or neglect to complete each route on the regularly scheduled day (defined as at least 90% of the customers on the route) except when such completion is made impossible by weather or other conditions, as determined by the City. | $250 per Route per day |
| Failure or neglect to resolve complaints within the specified time frame. (Article 12.6.2) | $250 per complaint per day |
| Failure to provide clean, safe and sanitary equipment at beginning of each work schedule | $250 per incident |
| Using improper equipment to service commercial or residential customers | $250 per incident |
| Failure to close gates on dumpster enclosures as well as container lids on commercial customer locations | $250 per incident |
| Failure to comply with proper uniforms and employee identification as per Agreement | $200 per incident |
| Failure to provide promotional and educational activities, advertisements and civic awareness programs | $5,000 per year |
| Mixing loads as specified in Article 11.1. | $5,000 per occurrence; |
| Failure to deliver any Solid Waste or Program | $5,000 per occurrence; |

| | |
|---|---|
| Recyclables collected to a Designated Facility pursuant to the Agreement. (Article 10.1.) | occurrences beyond the first one may also result in termination of this Agreement. |
| Changing part or all of a Route without receiving prior approval from the Division Manager. (Article 5.7.2) | $500 per occurrence. |
| Failure to clean spillage or leakage (oil, hydraulic fluid, Solid Waste, Recovered Materials, etc.) within twenty-four (24) hours. (Article 11.5) | $250 per occurrence / per day |
| Failure to immediately report accidents, damage, spills to the City and provide a copy of a written report within three (3) days. | $250 per incident |
| Failure to repair, replace, or deliver a container/Recycling Bin/Roll Cart within three (3) Days of notification. (Article 8.1) | $100 per occurrence / per day |
| Failure to leave a non-collection notice for customer explaining why material was not collected. (Article 5.5) | $50 per occurrence. |

17.3.3. If the Franchise Collector fails to comply with any provision of the Agreement for which other liquidated damages have not been specified, the City may impose a $250 assessment per occurrence / per day.

17.3.4. In the event the Franchise Collector wishes to contest such assessment, it shall within five (5) days after receiving such notice, request in writing a hearing date before the Division Manager to present its defense to such assessment. The Division Manager shall notify the Franchise Collector in writing of any action taken with respect to the Franchise Collectors claims.

If the Franchise Collector has frequently or repetitively defaulted in the performance of any of the materials conditions or requirements contained in the Agreement, the City Commission may in its sole discretion deem the Franchise Collector to be a habitual violator, regardless of whether the Franchise Collector has corrected each individual condition of default. Under such circumstances, the Franchise Collector shall forfeit its right to any grace period to correct or cure future defaults. All of the Franchise Collectors prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The City shall issue a written notice to the Franchise Collector that the Franchise Collector has been deemed a habitual violator and any single default by the Franchise Collector of whatever nature shall be grounds for termination of this agreement as per the provisions set forth in Article 19.

17.3.5. Liquidated damages shall be deducted from the monthly payment due the Franchise Collector from the City.

## ARTICLE 18. INSURANCE

The Franchise Collector shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager. All insurance carriers shall be rated A- or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Franchise Collector to insure that all subcontractors, if any approved by the City, comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy. The City reserves the right to accept or reject the insurance carrier. In the event the insurance coverages provided for under this Agreement expires prior to the expiration date of this Agreement, a renewal certificate shall be issued thirty (30) days prior to the expiration date. The certificates shall provide a thirty (30) day notification clause to the City in the event of cancellation or modifications to the policy.

The following insurance coverage shall be required.

a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Franchise Collector further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

b. Liability Insurance

1) Naming the City of Pompano Beach as an additional insured, on all Certificates of Insurance, excluding Workers Compensation, in connection with work being done under this Agreement.

2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

| Type of Insurance | LIMITS OF LIABILITY each occurrence | aggregate |
|---|---|---|
| **GENERAL LIABILITY:** ***MINIMUM $1,000,000 per OCCURRENCE / $2,000,000 AGGREGATE*** | | |
| * Policy to be written on a claims incurred basis | | |
| XX comprehensive form | | |
| XX premises - operations | bodily injury | |
| __ explosion & collapse hazard | property damage | |
| __ underground hazard | | |
| ___ | | |
| XX products/completed | | |

| | | | |
|---|---|---|---|
| operations hazard<br>XX contractual insurance<br>XX broad form property damage | bodily injury and property damage combined | | |
| ___<br>XX independent contractors<br>XX personal injury | personal injury | | |
| **AUTOMOBILE LIABILITY:** ***MINIMUM $1,000,000 per OCCURRENCE/$2,000,000 AGGREGATE*** | | | |
| XX comprehensive form | bodily injury (each person)<br>bodily injury (each accident) | | |
| ___<br>XX owned | property damage | | |
| ___<br>XX hired<br>XX non-owned | bodily injury and property damage combined | | |
| **REAL & PERSONAL PROPERTY** | | | |
| __ comprehensive form | Consultant must show proof they have this coverage. | | |
| **EXCESS LIABILITY** | | | |
| XX umbrella form<br>XX other than umbrella | bodily injury and property damage combined | $2,000,000. | $2,000,000. |

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

## ARTICLE 19. OTHER TERMS AND CONDITIONS

19.1. Hold Harmless and Indemnification

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract. The Franchise Collector covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, volunteers, representatives, elected and appointed officials and employees from any claim, loss, damage, cost, charge or expense arising out of any wrongful act, improper action, neglect or omission by the Franchise Collector, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, including any action instituted against the City by 3rd parties based upon this Franchise Agreement, except that neither the Franchise Collector nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees. Franchise Collector releases and discharges City from any claim, demand, and cause of action arising out of or in

connection to Franchise Collector's handling, storage, clean-up and/or disposal of any Hazardous Waste material under this Agreement.

Nothing contained herein in this Agreement is intended to waive the City's rights and limitations pertaining to Sovereign Immunity as provided for under Florida Statute 768.28, as amended.

If the City of Pompano Beach elects to defend any claim, demand, cause of action, or lawsuit arising out of any wrongful act, improper action, negligent acts or negligent omissions, or willful misconduct of the Franchise Collector, its employees, agents or servants during the performance of the Agreement, whether directly or indirectly, Franchise Collector agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

19.2. Retention of Records and Right to Access

The Franchise Collector shall maintain during the term of the Agreement all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the Franchise Collector. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this Agreement. The Franchise Collector shall maintain and make available such records and files for the duration of the Agreement and retain them until the expiration of three years after final payment under the Agreement.

19.3. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

19.4. Independent Contractor

The Franchise Collector will conduct business as an independent contractor under the terms of this Agreement. Personnel services provided by the Franchise Collector shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

19.5. Assignment of Agreement

This Agreement, or any portion or interest herein, shall not, under any circumstances, be assigned, transferred or otherwise encumbered by Franchise Collector without the express, written consent of the City and assumption of all terms and conditions set forth in the Agreement by the assignee or transferee.

The Franchise Collector shall not sell or otherwise dispose of any assets that negatively affect the Franchise Collector's performance of the City's collection or disposal of Solid Waste, Bulk Waste, Yard Waste and Recyclables during the term of this Agreement, without the express, written consent of the City. The City has the sole discretion to determine whether the Franchise Collector's ability to perform its obligations under this Agreement has been affected or impaired by such sale or disposition of assets.

19.6. Waiver

It is agreed that no waiver or modification of the Agreement, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

19.7. Survivorship Rights

This Agreement shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

19.8. Termination

This Agreement may be terminated pursuant to Article 17.3.4 if the Franchise Collector has been deemed a habitual violator and subsequently is determined to be in breach upon one hundred eighty (180) days advance written notice. In the event this Agreement is so terminated or cancelled upon the request of the City with the required advance written notice, the City shall reimburse the Franchise Collector for actual work satisfactorily completed.

The City reserves the right to terminate the Agreement for cause, default or abandonment of duties upon fourteen (14) days advance written notice to the Franchise Collector, provided that the City has given Franchise Collector written notice of such cause, default or abandonment and provided 5 business days to cure and such cure has not been effected Any termination costs, including demobilization of equipment and personnel, shall be incurred and paid by the Franchise Collector. In such case, the Franchise Collector shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

19.9. Manner of Performance

Franchise Collector agrees to perform its duties and obligations under this Agreement in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Franchise Collector agrees that the services provided under this Agreement shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Franchise Collector, upon request, agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Franchise Collector further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this Agreement. Failure of Franchise Collector to comply with this paragraph shall constitute a material breach of Agreement.

19.10. Standard Provisions

a. Governing Law

This Agreement shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Patent Fees, Royalties, And Licenses

If the selected Franchise Collector requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Franchise Collector and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

c. Permits

The selected Franchise Collector shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

d. Familiarity With Laws

The Franchise Collector shall comply with all federal, state and local laws, ordinances, rules and regulations in performing its services pursuant to this Agreement. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

e. Force Majeure.

If either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather,

floods, volcanic eruption, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the services hereunder.

f. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

g. Disagreements

It is recognized that disagreements may arise between City and Franchise Collector with regard to the collection of certain items due to interpretation of the specific language of the Agreement. In the event a disagreement arises, Franchise Collector agrees to continue to provide services in accordance with this Agreement until that dispute is resolved or a court of competent jurisdiction provides a ruling on the matter, if litigated. The City's Department Director shall be the arbitrator and final decision maker in all disagreements not litigated.

h. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Franchise Collector shall comply with Florida's Public Records Law. Specifically, the Franchise Collector shall:

   a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

   b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

   c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

   d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Franchise

Collector upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

2. The failure of Franchise Collector to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

## ARTICLE 20. EXHIBITS

Exhibit 1: Financial Proposal Forms
Exhibit 2: Technical Specifications for Roll Carts
Exhibit 3: Value Added Services

## ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by both parties.

This Contract constitutes the sole and complete understanding between the parties and supersedes all Contracts between them, whether oral or written with respect to the subject matter.

**IN WITNESS WHEREOF,** the parties have executed this Contract as of the date first above written.

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH,
CITY MANAGER

Attest:

_____ (SEAL)
ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

_____
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

**"CONTRACTOR":**

Witnesses:

**WASTE MANAGEMENT INC. OF FLORIDA**

a Florida corporation

_____ By: _____

Ronald Kaplan

Print Name

Tim Hawkins

Typed or Printed Name

_____ Title: President

Luigi Pace

Print Name

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28 day of September, 2015, by Timothy B. Hawkins as President of WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Denise Logue

NOTARY PUBLIC, STATE OF FLORIDA

_____

(Name of Acknowledger Typed, Printed or Stamped)

_____

Commission Number

DENISE LOGUE
MY COMMISSION # FF247189
EXPIRES July 06, 2019
(407) 398-0153 FloridaNotaryService.com

# EXHIBIT 1

## Financial Proposal Forms

| | RESIDENTIAL AUTOMATED CURBSIDE CART SERVICE | | | |
|---|---|---|---|---|
| | Single Family, Duplex & Triplex | Trailer Pad | Multi-Dwelling | Backdoor Service (Optional) |
| Monthly Rate | $17.32 | $13.65 | $13.16 | $10.00 |

| MULTIFAMILY RESIDENTIAL CONTAINERIZED (NON-COMPACTED) | | | | | | | |
|---|---|---|---|---|---|---|---|
| | 1x Week | 2x Week | 3x Week | 4x Week | 5x Week | 6x Week | 7x Week |
| 1 cu yds | N/A | $114.97 | $172.46 | $229.97 | $287.45 | $344.93 | $402.43 |
| 2 cu yds | N/A | $157.86 | $236.76 | $315.68 | $394.61 | $473.54 | $552.46 |
| 3 cu yds | N/A | $200.71 | $301.07 | $401.42 | $501.77 | $602.12 | $702.48 |
| 4 cu yds | N/A | $243.57 | $365.37 | $487.15 | $608.94 | $730.73 | $852.51 |
| 6 cu yds | N/A | $294.65 | $441.96 | $589.28 | $736.60 | $783.92 | $1,031.25 |
| 8 cu yds | N/A | $345.71 | $518.56 | $691.41 | $864.27 | $1,037.12 | $1,209.97 |

| MULTIFAMILY RESIDENTIAL CONTAINERIZED (COMPACTED) | | | | | | | |
|---|---|---|---|---|---|---|---|
| | 1x Week | 2x Week | 3x Week | 4x Week | 5x Week | 6x Week | 7x Week |
| 2 cu yds | N/A | $416.69 | $625.00 | $833.31 | $1,041.65 | $1,250.00 | $1,458.31 |
| 3 cu yds | N/A | $579.93 | $869.88 | $1,159.85 | $1,449.81 | $1,739.75 | $2,029.74 |
| 4 cu yds | N/A | $743.17 | $1,114.78 | $1,486.37 | $1,857.95 | $2,229.54 | $2,601.15 |
| 6 cu yds | N/A | $1,026.38 | $1,539.55 | $2,052.74 | $2,565.93 | $3,079.12 | $3,592.31 |

| ANCILLARY SERVICES – RESIDENTIAL & COMMERCIAL CONTAINERIZED | | | | |
|---|---|---|---|---|
| Container Rollout (per service) | Casters (per month, per container) | Special Pickup (per cu yard) | Locking (per month, per container) | Ticketed Service (per cu yard)* |
| $10.00 | $6.25 | $15.00 | $10.00 | $3.00 |
| *Ticketed service is a surcharge amount for requesting on-call ticketed service and is billed in addition to standard monthly collection and disposal charges. | | | | |

| COMMERCIAL CART SERVICE (TWICE PER WEEK) |
|---|

| | 1 – 96 gal Cart | 2 – 96 gal Cart | 3 – 96 gal Cart | 4 – 96 gal Cart |
|---|---|---|---|---|
| Monthly Rate | $76.24 | $114.48 | $151.72 | $189.96 |

| COMMERCIAL CONTAINERIZED (NON-COMPACTED) | | | | | | | |
|---|---|---|---|---|---|---|---|
| | 1x Week | 2x Week | 3x Week | 4x Week | 5x Week | 6x Week | 7x Week |
| 1 cu yds | $106.47 | $212.95 | $319.45 | $425.92 | $532.40 | $638.87 | $745.36 |
| 2 cu yds | $159.54 | $319.15 | $478.71 | $638.29 | $797.85 | $957.43 | $1,117.00 |
| 3 cu yds | $212.64 | $425.32 | $637.99 | $850.65 | $1,063.31 | $1,275.98 | $1,488.64 |
| 4 cu yds | $265.72 | $531.52 | $797.27 | $1,063.01 | $1,328.76 | $1,594.52 | $1,860.28 |
| 6 cu yds | $354.54 | $709.21 | $1,063.82 | $1,418.42 | $1,773.03 | $2,127.63 | $2,482.23 |
| 8 cu yds | $443.37 | $886.91 | $1,330.36 | $1,773.82 | $2,217.28 | $2,660.73 | $3,104.18 |

| COMMERCIAL CONTAINERIZED (COMPACTED) | | | | | | | |
|---|---|---|---|---|---|---|---|
| | 1x Week | 2x Week | 3x Week | 4x Week | 5x Week | 6x Week | 7x Week |
| 2 cu yds | $233.86 | $467.79 | $701.65 | $935.58 | $1,169.44 | $1,403.33 | $1,637.23 |
| 3 cu yds | $317.47 | $634.92 | $952.39 | $1,269.86 | $1,587.33 | $1,904.81 | $2,222.25 |
| 4 cu yds | $401.05 | $802.10 | $1,203.13 | $1,604.18 | $2,005.20 | $2,406.25 | $2,807.30 |
| 6 cu yds | $546.52 | $1,093.06 | $1,639.61 | $2,186.12 | $2,732.67 | $3,279.18 | $3,825.70 |

| ROLLOFF SERVICES | | | |
|---|---|---|---|
| | Solid Waste (MSW) Open Top[1] | Solid Waste (MSW) Compactor[1] | Construction & Demolition (C&D) Flat Rate Price[2] |
| 10 cubic yards | $195.00 | $235.00 | $326.61 |
| 15 cubic yards | $195.00 | $235.00 | $397.41 |
| 20 cubic yards | $195.00 | $235.00 | $468.22 |
| 30 cubic yards | $195.00 | $235.00 | $609.83 |
| 40 cubic yards | $195.00 | $235.00 | $751.44 |
| [1] Plus disposal based on weight at the current disposal rate per ton. | | | |
| [2] Rate is all inclusive (includes pull charge, disposal and 12% franchise fee). | | | |

# EXHIBIT 2

## Technical Specifications for Roll Carts

Following are minimum requirements for the Roll Carts within the scope of the Agreement.

| | |
|---|---|
| **Construction and Design** | • Must meet ANSI Standards Z245.30 and AZ245.60 "Type B/G" containers, all rules, regulation, and laws pertaining to this product.<br>• Roll Carts must be produced by a major manufacturer.<br>• Roll Carts must be universal and compatible with and capable of withstanding all U.S. industry-standard semi-automated and fully-automated collection systems.<br>• The upper lift point shall be permanently molded into the Roll Cart and the lower must be a 1" diameter galvanized free floating metal bar or composite equivalent, securely attached to prevent failure or loss. Molded bars are unacceptable.<br>• Roll Carts must be designed to prevent the Roll Cart from falling into the truck hopper when lifted and turned upside down using a semi-automated collection system.<br>• Interior and exterior of Roll Cart body must be smooth and uniform in appearance, and must be free of pockets, recesses, or significant intrusions that could trap debris.<br>• The Roll Cart must be manufactured with a narrow width design to fit through a 30" door opening.<br>• The Roll Cart must be manufactured with a foot operated tilt feature designed into the axle area to facilitate easy tipping. |
| **Size (Capacity)** | • Two different sized Roll Carts are required:<br>  o Large = 94-96 gallon<br>  o Medium = 64-66 gallon |
| **Materials** | • Must be rotationally or injection molded using medium to high density 100% recyclable polyethylene.<br>• Minimum resin weight of unassembled Roll Cart, including cart body and lid, must be:<br>  o 30 pounds or greater for large Roll Cart<br>  o 22 pounds or greater for medium Roll Cart<br>• Resin used in the manufacturing process must contain a minimum of 15% post-consumer recycled material.<br>• All plastic parts must be stabilized against ultraviolet light deterioration with an UV stabilizer additive with no less than two fifths of one percent (.4%) by weight. |
| **Body** | • The body of the Roll Cart must be one piece.<br>• The Roll Cart wall and bottom thickness must be a minimum of .150 inches for injected molded carts. For carts manufactured through a rotational molding process, wall thickness must have a minimum nominal wall thickness of .172" throughout the cart.<br>• The body of the Roll Cart must be designed with a drag rail on the container |

| | |
|---|---|
| | bottom and reinforced in the area that contacts the ground with a molded-in bottom wear strip.<br>• The top of the body must be molded with a reinforced rim to add structural strength and stability to the container and to provide a flat surface for lid closure. This reinforced rim must have a raised inner perimeter. The rim of the Roll Cart must not be designed to have an inward radius to obstruct free flow emptying the material out of the container. |
| **Lid** | • Lids must be of a configuration that they will not warp, bend, slump, or distort to such an extent that it no longer fits the body property or becomes otherwise unserviceable.<br>• Lids must be watertight, prohibit vectors from entering, and odor emission from exiting.<br>• The lid must be one-piece construction and securely attached to the rear of the wheeled section of the Roll Cart using a rustproof, weather-resistant fastener system.<br>• The lid must be hinged to open by gravity to a position of 270 degrees from the closed position and hang open without stressing the lid, body, or tipping over the Roll Cart.<br>• Lids must be designed to be easily removed in the event of damage or failure. Lid latches are unacceptable. |
| **Handle** | • Each Roll Cart must have a horizontal handle(s) to provide comfortable gripping areas for pushing or pulling the roll art.<br>• The handle shall be integrally molded into the body or lid, and only plastic surfaces shall be exposed to the hands of the user. |
| **Wheels/Axle** | • Roll Carts must be equipped with two (2) plastic molded or rubber wheels making the cart capable of being easily moved and maneuvered.<br>• Wheels shall be snap-on or attached in a way that prevents unintended detachment.<br>• Wheels must be a minimum of 10 inches in diameter.<br>• Each Roll Cart shall be furnished with a minimum 5/8 inch diameter axle with a corrosion-resistant coating that must be securely attached to the body by molded axle retainers.<br>• The wheels and axle must be rated to meet and exceed load requirements of 3.5 pounds per gallon. |
| **Stability** | • Roll Carts must be stable and self-balancing when in the upright position, whether loaded or empty and maintain stability when returned to the ground at the end of the dumping cycle.<br>• Roll Carts must be able to remain stable and upright in winds up to 30 miles per hour when empty. |
| **Color** | • Color must not be streaked in the finished product and must be colorfast so that the color does not alter significantly with normal use. Painted Roll Carts are unacceptable.<br>• The Solid Waste Roll Cart shall and Recycling Roll Cart shall be in such a way that is easily distinguishable.<br>• The City must approve. |
| **Markings** | • Sequential serial numbers must be molded, branded, or hot stamped into the |

| | |
|---|---|
| | front of the body with white color.<br>• The City of Pompano Beach logo and Recycling logo must be clearly molded, inscribed, or hot-stamped into both sides of the body with the following working in 1 inch lettering on the lid:<br>o Instructors for which side of the Roll Cart must face the street for collection<br>o Recycling Roll Cart lids must include program instructions.<br>o Any other ANSI and regulatory labeling required.<br>• The City must approve all markings. |
| **Warranty** | • Roll Carts must be fully (100%) warranted against defects in materials and workmanship for a minimum period of ten (10) years from the date of delivery.<br>• The warranty must be unconditional and non-prorated with assurance of full Roll Cart replacement. The warranty must survive the termination of any contract for the manufacture and/or assembly and distribution of the Roll Carts.<br>• Warranty is understood to include the following coverage:<br>o Failure of the lid to prevent rainwater from entering the Roll Cart when the lid is closed on the body.<br>o Damage to the body, the lid, or any component parts through opening or closing the lid.<br>o Failure of the lid hinge to remain fully functional and continually hold lid in the originally-designed and intended positions when either opened or closed.<br>o Failure of the body and lid to maintain its original shape.<br>o Wear through of Roll Cart bottom so that it leaks liquid.<br>o Failure of the wheels to provide continuous, easy mobility, as originally designed.<br>o Failure of any part to conform to minimum standards as specified. |

# Exhibit 3

## Waste Management Value Added Partnership

**High School Scholarship Program**

Waste Management understands the importance of higher education in today's extremely competitive workplace. A student has a much greater opportunity of finding a quality career if they have successfully graduated from college. In keeping with our philosophy of giving back to the communities that we service, Waste Management will provide six $1,750.00 scholarships to graduating Pompano Beach seniors. We will collaborate with the City to establish the criteria and process to select the winners. Three students from Blanche Ely High School and three students from Pompano Beach High will be selected. Annual Scholarship Commitment: $10,000.00

**Waste Management's "Green" Sustainability Service (WMSS):**

This exclusive service of W.M will target certain Pompano Beach municipal buildings for a waste and recycling analysis study. 100 hrs of sustainability consulting services from WMSS will be provided and result in a detailed recommendation for environmental prowess and green sustainable initiatives going forward. This service will include:

- An investigation of current trends in waste generation (create a baseline of waste streams)
- An on-site waste assessment of waste streams and practices
- Compiling data into a detailed report describing investigation and data analysis recommendations for process improvements

In order to implement a successful program, Waste Management and Pompano Beach must work closely together to ensure that the relevant stakeholders are educated about the changes to the current program and are involved in the implementation.

**Big Belly Solar Compactors:**

Waste Management Inc. of Florida will provide Pompano Beach with ten BigBelly + SmartBelly Double Station Solar Compactors to be placed throughout the city. The locations for the BigBelly Solar Compactors will be determined by the City.

The BigBelly + SmartBelly Solar Compactor is the solid waste and recycling container of the 21st century. These units utilize sunlight to charge the batteries that operate the compacting unit, no need for electricity. These compactors are made of extremely durable plastics and can withstand the extreme temperatures that we experience during our summers.

The BigBelly + SmartBelly Solar Compactor is also the smartest solid waste and recycling container available. These units will notify you when they are full and need to be emptied. This function will save Pompano Beach money by allowing the City to only send staff out to empty the compactors when they are full, instead of having to visually inspect them on a daily basis. By only making trips to the compactors when they are full will not only save on labor expense but will also reduce the amount of fuel used, thus reducing the City's carbon footprint.

The BigBelly + SmartBelly Solar Compactor can generate revenue to the City. This can be accomplished by the City selling advertising space on the side panels of the compactor units or utilize the space for public awareness campaigns.

**Cartridges for Kids (CFK) Recycling:**

Fund raising has never been easier. *Cartridges for Kids* (CFK) recycles used and broken electronics in exchange for cash. This easy to use, environmentally friendly program pays cash for most cell phones, inkjet & laser cartridges, laptops, MP3s, PDAs and tablets, readers and or notebooks – and the list keeps growing.

The process is simple. Students collect electronics, place them in a box, seal the box and send the package via UPS to Waste Management. Waste Management provides free, pre-paid shipping labels for all CFK shipments. In return, schools will receive cash (via direct deposit or check) for the recycled electronics. Schools can also earn bonuses 12 times per year.

CFK is easy to launch. Waste Management is happy to help schools set up the program and we offer free, customizable promotional materials. A few examples of these materials are included along with the current CFK price list.

The program is flexible. Individual teachers can use the CFK program or the school as a whole can participate. Schools build the program to their specifications. CFK is also a great way for schools to partner with local businesses and other community groups to recycle old or broken electronics. Any business can donate to a specific classroom or to the school as a whole. Schools decide what works best for them.

This is a great opportunity to help Pompano Beach schools earn cash while helping the environment by keeping electronics from going to the landfill. It is a win-win for the community and the environment.

Meeting Date: October 27, 2015 Agenda Item 44

REQUESTED COMMISSION ACTION:

| Consent | X Ordinance | Resolution | Consideration/ Discussion | Presentation |
|---|---|---|---|---|
| | | | | |

SHORT TITLE AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA ADOPTING A COMPREHENSIVE PLAN MAP AMENDMENT FOR PROPERTY LOCATED AT 1400-1600 NW 33rd STREET; PROVIDING FOR A DETERMINATION THAT A LOCAL PLANNING AGENCY HEARING WAS HELD ON NOVEMBER 19, 2014; PROVIDING THAT A TRANSMITTAL AND ADOPTION PUBLIC HEARING WILL BE HELD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

**Summary of Purpose and Why:**

The Applicant is proposing a change in the land use designation of the 2.413 gross acre property located on the south side of NW 33rd Street, approximately one half-mile west of the N. Andrews Avenue Extension. Currently the property has an Industrial (I) Land Use designation. The Applicant is requesting a change in land use to Medium Residential (M). The property is currently a mobile home park; therefore, the purpose for the request is to make the land use consistent with the existing use. Final reading of the ordinance will be held after it can be heard at the Broward County Planning Council and the Broward County Commission. In a unanimous vote, the Planning & Zoning Board recommended approval of this Land Use Element Map amendment.

(1) Origin of request for this action: 1600 Corporation, Property Owner
(2) Primary staff contact: Robin M. Bird/ Maggie Barszewski Ext. 7921
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Dev. Services | 11/7/14 | Approval | Memo# 14-515 |
| City Attorney | 12/5/14 | — | CAC# 2015-312 |

X Planning and Zoning Board Approval Memo #14-073
X City Manager

ACTION TAKEN BY COMMISSION:

| Ordinance | | Resolution | | Consideration | |
|---|---|---|---|---|---|
| Workshop | | | | | |
| 1st Reading | 1/13/15 | 1st Reading | | Results: | Results: |
| Approved | | | | | |
| 2nd Reading | 10/27/15 | | | | |

g:\zoning 2009\rezonings & lupa's\2013\13-93000003 1600 corporation sslup\cc\agenda form memo no. 14-571.doc

**City Attorney's Communication #2015-312**
December 5, 2014

**TO:** Maggie Barszewski, AICP, Planner

**FROM:** Gordon B. Linn, City Attorney

**RE:** Ordinance to Amend the Future Land Use Designation for Property Located at 1400-1600 NW 33rd Street

As requested in your memorandum to me of December 3, 2014, Development Services Department Memorandum #14-559, I have reviewed the draft ordinance regarding amending the Future Land Use Designation that was attached to your memorandum and find same to be acceptable as to legal form and content.

Should you have any further questions regarding this matter, please feel free to contact me.

GORDON B. LINN

GBL/jrm
l:cor/dev-srvc/2015-312

ORDINANCE NO. 2016 -____

CITY OF POMPANO BEACH
Broward County, Florida

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA ADOPTING A COMPREHENSIVE PLAN MAP AMENDMENT FOR PROPERTY LOCATED AT 1400-1600 NW 33rd STREET; PROVIDING FOR A DETERMINATION THAT A LOCAL PLANNING AGENCY HEARING WAS HELD ON NOVEMBER 19, 2014; PROVIDING THAT A TRANSMITTAL AND ADOPTION PUBLIC HEARING WILL BE HELD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 163.3184 F.S., the Planning and Zoning Board/Local Planning Agency held a duly noticed public hearing on November 19, 2014 on the proposed amendments to the Future Land Use Map of the adopted City of Pompano Beach Comprehensive Plan, and subsequently recommended approval to the City Commission; and

**WHEREAS,** said amendment proposes to change a Land Use Plan map designation of 2.413 gross acres in the Industrial (I) land use category to a Medium Residential (M) land use designation that will allow a maximum of 39 dwelling units, for the property legally described in Exhibit A; and.

**WHEREAS**, pursuant to Ch. 163.3187, Florida Statutes the City Commission held at least one duly noticed public hearing on the proposed amendment to the Future Land Use Map of the adopted City of Pompano Beach Comprehensive Plan; and

**WHEREAS**, at the public hearings, the parties having an interest and all other citizens so desiring had an opportunity to be and were in fact heard; and

**WHEREAS**, all staff reports, minutes of meetings, findings of fact and support documents are hereby incorporated by reference; and

**WHEREAS**, the City Commission has considered the application in its entirety, staff reports, minutes of meetings, findings of fact and support documents and determines the request is in the best interests of the City; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

**SECTION 1**: That the foregoing application recitals, findings of fact, minutes of meetings and all staff reports and documents are true and correct, and are hereby incorporated by reference and transmitted.

**SECTION 2**: That duly noticed public hearing was held on November 19, 2014 by the Local Planning Agency in compliance with Section 163, Florida Statutes, to consider the referenced Future Land Use Map Amendment.

**SECTION 3**: That the City Commission hereby adopts the amendment to the City of Pompano Beach Future Land Use Map to change the land use designation from Industrial (I) land use category to a Medium Residential (M) on 2.413 gross acres, for the 1600 Corporation request located at 1400-1600 NW 33rd Street, as legally described in Exhibit A attached hereto and made a part hereof.

**SECTION 4**: That the City Clerk is directed to transmit a certified copy of this Ordinance to the Department of Economic Opportunity and required State Agencies for review under the Small Scale amendment process allowed by Ch. 163.

**SECTION 5**: The City Clerk is directed to transmit a certified copy of this Ordinance to the Broward County Planning Council with the City's amended Future Land Use Map for the Planning Council to recertify the City Future Land Use Map.

**SECTION 6:** That in the event any provision or application of this Ordinance shall be held invalid, it is the legislative intent that the other provisions and applications thereof shall not be thereby affected;

**SECTION 7:** That all Ordinances or parts of Ordinances in conflict herewith are to the extent of said conflict, hereby repealed.

**SECTION 8:** That this Ordinance shall take effect immediately upon its passage and adoption, but the amendments shall not become effective until the Broward County Planning Council recertifies the City Comprehensive Plan as consistent with the County Land Use Plan.

PASSED FIRST READING THIS 13th DAY OF JANUARY, 2015

PASSED SECOND READING THIS _____ DAY OF_____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND
CITY CLERK

# Exhibit A
# Legal Description

*Lot 49, Pompano Farms (unrecorded) described as follows:*

*The West one-half (W 1/2) of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of Section 22, Township 48 South, Range 42 East, Broward County, Florida, LESS the North 25.00 feet thereof.*

*Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 104,927 square feet or 2.4088 acres more or less.*

pompano beach
Florida's Warmest Welcome

# MEMORANDUM

## Development Services

**MEMORANDUM NO. 15-550**

**DATE:** October 7, 2015

**TO:** Dennis W. Beach, City Manager

**VIA:** Robin M. Bird, Development Services Director

**FROM:** Maggie Barszewski, AICP, Planner

**SUBJECT:** Second Reading on the October 27, 2015 City Commission Agenda for the 1600 Corporation LUPA Request that had been First Read on January 13, 2015

P&Z # 13-93000003

---

The 1600 Corporation Land Use Plan Amendment (LUPA) was first heard on January 13, 2015 and was approved on first reading at which time the applicant applied for the Broward County LUPA approval process. The Broward County Commission approved the proposed LUPA at their August 25, 2015 public hearing. Therefore the Ordinance should be placed on the October 27, 2015 City Commission agenda for consideration of the City's LUPA Ordinance second reading. The 1600 Corporation LUPA Ordinance is attached.

Attachment

G:\Zoning 2009\Rezonings & LUPA's\2013\13-93000003 1600 Corporation SSLUP\CC\CM Memo Request for Second Reading Placement.doc

**CAPTIONER'S NOTES**
**August 25, 2015**

**CLOSED CAPTIONING OF THE BROWARD COUNTY COMMISSION MEETINGS IS DONE LIVE BY CAPTIONERS PRESENT AT THE MEETINGS. SINCE COURT REPORTING AND CAPTIONING IS BASED ON A PHONETICALLY SPELLED DICTIONARY, OFTEN WORDS WILL APPEAR PHONETICALLY SPELLED OR NONTRANSLATED. ALSO SINCE COMMISSION MEETINGS ARE CONDUCTED IN A MORE RELAXED MANNER THAN A STRICT COURTROOM SETTING, CONVERSATIONS ARE SOMETIMES MISHEARD. FOR THESE REASONS, THE CAPTIONING THAT YOU WILL SEE SHOULD NOT BE TAKEN FOR A VERBATIM TRANSCRIPT.**

## PLEDGE OF ALLEGIANCE

MAYOR RYAN: The August 25th, 2015, meeting of the Board of County Commissioners of Broward County is called to order. We'll begin with the Pledge of Allegiance led by Commissioner Furr.

## MOMENT OF SILENCE

MAYOR RYAN: At this time it's customary to recognize and observe as a moment of silence recognizing persons who may have passed away in our community in the past several weeks. Commissioner LaMarca.

COMMISSIONER LaMARCA: Thank you, Mayor. There were two people I'd like to speak briefly about. One is a local activist in the Pompano Beach area both for public safety and other community issues, Carol Waldrop lost her son, Shannon Waldrop who passed away at the age of 50. He attended Highlands Christian Academy, an animal lover, and will be missed by his parents and extended family. I'd also like to mention Coach Jimmy Everett, who really brought tennis to Fort Lauderdale and Holiday Park, and there's a Jimmy Everett Tennis Center, as most know, but at 49 years of teaching tennis and he taught his five children so they'd keep the family together, and he showed his children and many students how to love tennis and how to live a life. He was a true gentleman on and off the tennis courts and we truly lost one of the greatest American tennis teaching professionals of all time so if you'd keep the family in your thoughts and prayers.

MAYOR RYAN: Let us recognize the brave men and women in our Armed Forces who are fighting to preserve our freedoms both here and abroad.

This morning we heard the song "Bad Day" by Daniel Pouter. That song was selected by Commissioner Bogen before this afternoon's meeting, we will hear "New Shoes" by Paolo Natini also at Commissioner Bogen's request. Commissioner Bogen is unable to be with us here today and he will be participating in the meeting by telephone. Commissioner Bogen, are you there?

## AGENDA ITEM 5

Item Number 5 is a motion to enact an ordinance amending the Broward County comprehensive plan to adopt Broward County land use plan map amendment PC 15-6 in unincorporated Broward County. This is a public hearing. Any member of the public wish to be heard on Item Number 5? Seeing none, the public hearing is closed. Is there a motion on Item 5? Motion and second on Item 5. All in favor indicate by saying aye. Show the motion passes unanimously.

## AGENDA ITEM 6

Item Number 6 a motion to enact an ordinance amending the Broward County comprehensive plan to enact a small scale land use, PC 15-11. This is a public hearing. Any member of the public wishing to be heard on Item Number 6? Seeing none, the public hearing is closed on Item 6. Is there a motion. Motion and a second to approve Item Number 6. All in favor indicate by saying aye. Show Item 6 passes unanimously.

## AGENDA ITEM 7

Item Number 7 is a motion to consider enactment of an ordinance title of which is as follows, an ordinance of Broward County pertaining to airport issued identification media amending Section 2-39 of the Broward County code of ordinance Tuesday prohibit cheating on exams for airport-issued identification media amending Section 8 and one have -- 16 to add penalties for cheating on exams for airport-issued identification media. There is one member of the public wishing to speak on Item Number 7, Helene O'Brien, please come forward.

FROM THE FLOOR: Good afternoon, everybody.

MAYOR RYAN: Good afternoon.

FROM THE FLOOR: We're against cheating. My name is Helene O'Brien. I'm the director of SCIU, and we represent workers at the airport. One thing we just wanted to clarify was that the testing for the credentials, the badges at the airport are done in English only and online, in person. And so we have worked with the county with the aviation department and we have worked with one of the contractors, Sunshine, to create a test prep that we do in various languages so that the person when the test happens they can actually pass. And we're all in agreement, Kent George and I agree that it's a good program. I just want to make sure that that is a program that would withstand the details of some of the language says that you're banning unfair access to badges, and we don't think this program is unfair. I don't think anyone does. We just want to make sure that that was something mentioned as this goes forward. Thank you, and -- oh, and this is Manice Berg, one of the people from the airport that doesn't need help with the test. So it's not everybody. It's just some of the folks that maybe don't speak English or don't read or write in English or don't know how to work a computer. Okay. Thank you.

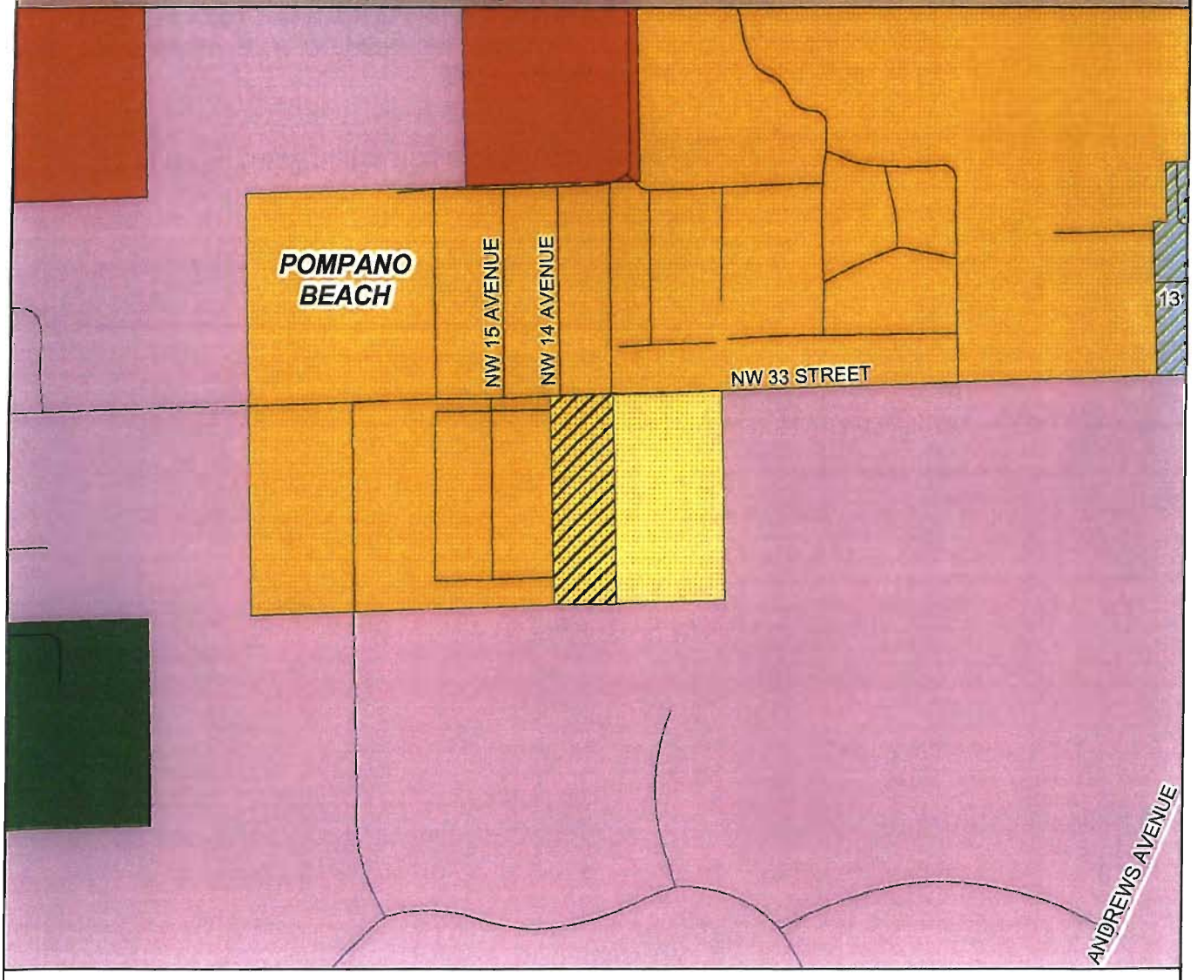
# EXHIBIT A

## BROWARD COUNTY LAND USE PLAN
## FUTURE LAND USE DESIGNATIONS
## AMENDMENT PC 15-11

**Current Land Use:** INDUSTRIAL

**Proposed Land Use:** MEDIUM (16) RESIDENTIAL

**Acreage:** Approximately 2.5 Acres




Low-Medium (10) Residential

Irregular Residential

Industrial

Site

Medium (16) Residential

Commercial

Utilities

500 250 0 500
Feet

# PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
# MEMORANDUM #14-073

**DATE:** November 25, 2014

**TO:** City Commission

**FROM:** Planning and Zoning Board/ Local Planning Agency

**SUBJECT:** Future Land Use Amendment – 1600 Corp
P & Z #13-93000003 Project: 1600 Corp

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At the meeting of the Planning and Zoning Board/ Local Planning Agency held on November 19, 2014, the Board considered the request by **1600 Corp** requesting a FUTURE LAND USE AMENDMENT of the property located at 1600 NW 33rd ST from Industrial (I) to Medium Density Residential (M).

It is the unanimous recommendation of the Board that the FUTURE LAND USE AMENDMENT request be approved.

Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency

MDS
G:\Zoning 2009\Rezonings & LUPA's\2013\13-93000003 1600 Corporation SSLUP\P&Z\13-93000003 PZ_Recommendation Memo 14-073.doc

pompano beach
Florida's Warmest Welcome

# MEMORANDUM

## Development Services

**ADMINISTRATIVE MEMORANDUM NO. 14-515**

DATE: November 7, 2014

TO: Planning and Zoning Board

VIA: Robin M. Bird, Development Services Director

FROM: Maggie Barszewski, AICP, Planner

RE: 1600 Corporation Mobile Home Site LUPA Small Scale Future Land Use Map Amendment
November 19, 2014 meeting P&Z # 13-93000003

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Request
The Applicant is proposing a change in the future land use designation of a 2.413 gross-acre parcel. The subject property is generally located on the south side of NW 33rd Street, approximately one half-mile west of the N. Andrews Avenue Extension, as described in **Exhibit A**. Currently the parcel has an Industrial Future Land Use designation. The Applicant is requesting a change in land use to Medium Residential (M).

**Proposed Development**
The proposed land use would permit a maximum of 39 dwelling units; however the applicant has indicated an intent to continue using the subject property as it currently exists, which is as a mobile home park.

**A. Existing Land Use Designations - Density/Intensities**
The land use that is currently permitted by the adopted Future Land Use Map designation within this 2.413 gross-acre area is shown in Table 1. The Pompano Beach Comprehensive Plan does not have a Floor-Area-Ratio for Industrial land use; therefore in order to conduct a capacity analysis for Industrial, the Broward County Planning Council recommends a 10,000 sq. ft. per acre capacity be used.

**Table 1**
**Maximum Capacity for Existing Land Use**

| Land Use Designation | Density/Intensity | Gross Acres | Units/SF |
|---|---|---|---|
| Industrial | 10,000/acre* | 2.413 | 24,130 sq.ft. |

*Based upon the Broward County Planning Council

**B. Proposed Land Use Designation - Density/Intensities**
The density allowed by the proposed Medium Residential land use for the property is shown below in Table 2.

**Table 2**
**Maximum Capacity for Proposed Land Use**

| Land Use | Type of Use | Gross Acres | Dwelling Units |
|---|---|---|---|
| Medium 10-16 du/acre | Multi-Family | 2.413 | 39 du |

# LEGEND

## FOR LAND USE PLAN

| | Symbol | Classification Units/ Acre |
|---|---|---|
| | | Gross Residential Density |
| | | Residential |
| | E | Estate |
| | L | Low |
| | LM | Low- Medium |
| > | M | Medium |
| | MH | Medium-High |
| | H | High |
| | C | Commercial |
| | CR | Commercial Recreation |
| * | I | Industrial |
| | T | Transportation |
| | U | Utilities |
| | CF | Community Facilities |
| | OR | Recreation & Open Space |
| | W | Water |
| | RAC | Regional Activity Center |
| | | Boundaries |
| | | City of Pompano Beach |
| | 13 | Number |

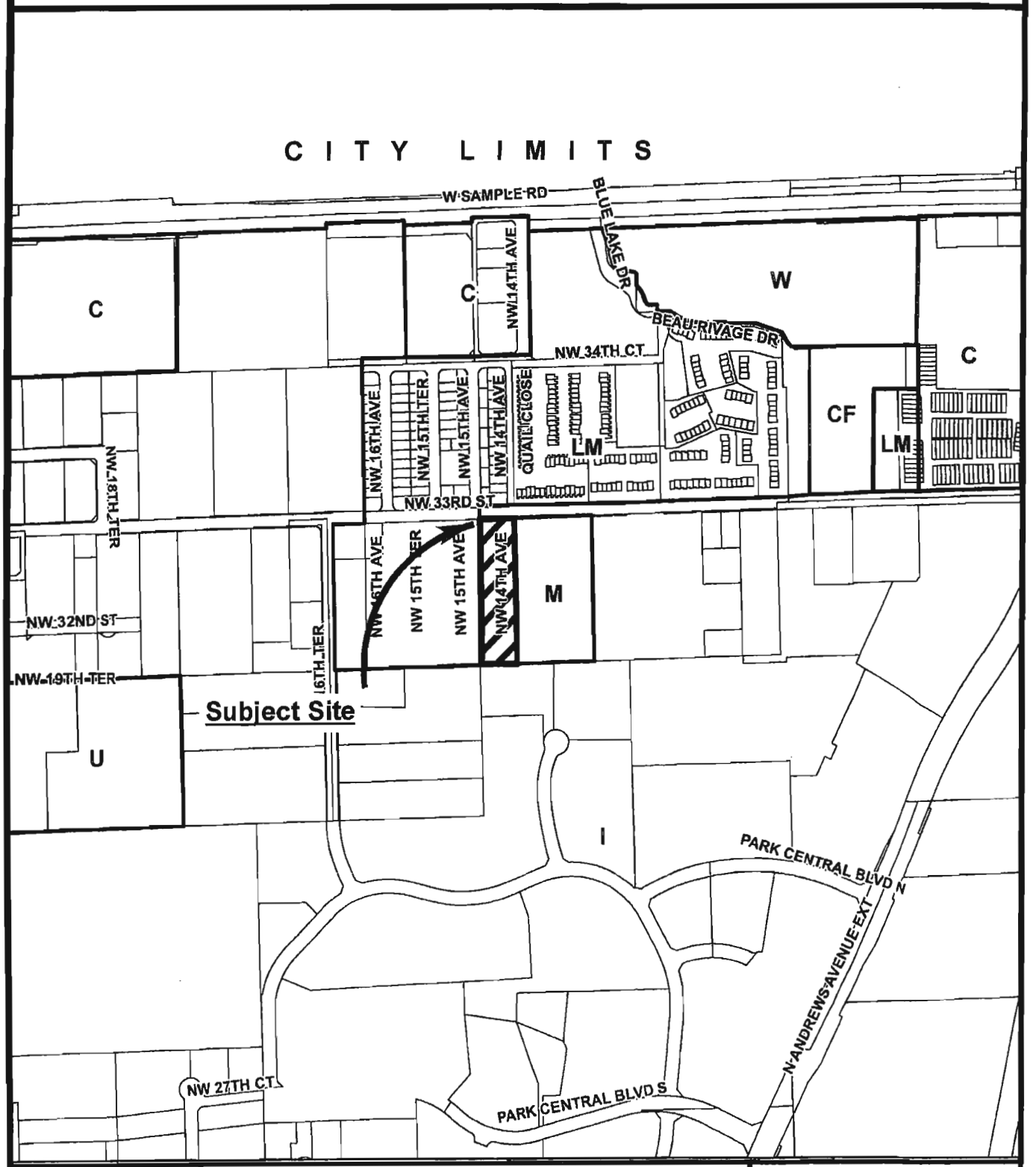
Reflects the maximum total number of units permitted within the dashed line of Palm Aire & Cypress Bend being 9,724 and 1,998

## FOR ZONING MAP

| | Symbol | District |
|---|---|---|
| | RS-1 | One-Family Residence |
| | RS-2 | One-Family Residence |
| | RS-3 | One-Family Residence |
| | RS-4 | One-Family Residence |
| | RD-1 | Two- Family Residence |
| | RM-12 | Multi-Family Residence |
| | RM-20 | Multi-Family Residence |
| | RM-30 | Multi-Family Residence |
| | RM-45 | Multi-Family Residence |
| | RM-45/HR | Overlay |
| | RPUD | Residential Planned Unit Dev. |
| | AOD | Atlantic Boulevard Overlay District |
| >* | MH-12 | Mobile Home Park |
| | B-1 | Limited Business |
| | B-2 | Neighborhood Business |
| | B-3 | General Business |
| | B-4 | Heavy Business |
| | RO | Residence Office |
| | M-1 | Marina Business |
| | M-2 | Marina Industrial |
| | I-1 | General Industrial |
| | I-1X | Special Industrial |
| | O-IP | Office Industrial Park |
| | BP | Business Parking |
| | BSC | Planned Shopping Center |
| | PCI | Planned Commercial / Industrial Overlay |
| | PR | Parks & Recreation |
| | CR | Commerical Recreation |
| | CF | Community Facilities |
| | T | Transportation |
| | PU | Public Utility |

| | |
|---|---|
| * | **Existing** |
| > | **Proposed** |

# CITY OF POMPANO BEACH
# OFFICIAL LAND USE MAP




1 in = 600 ft

3

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

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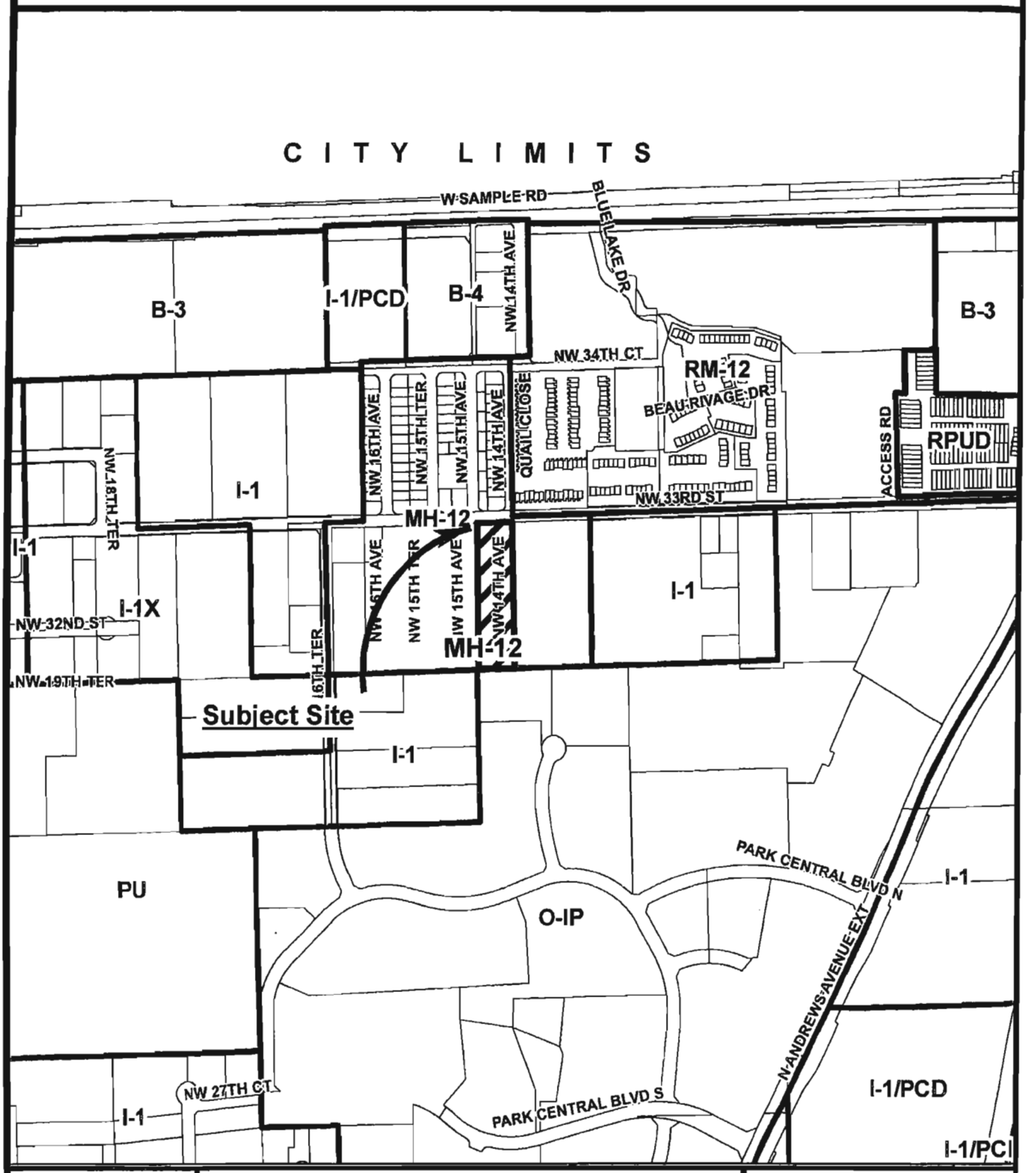
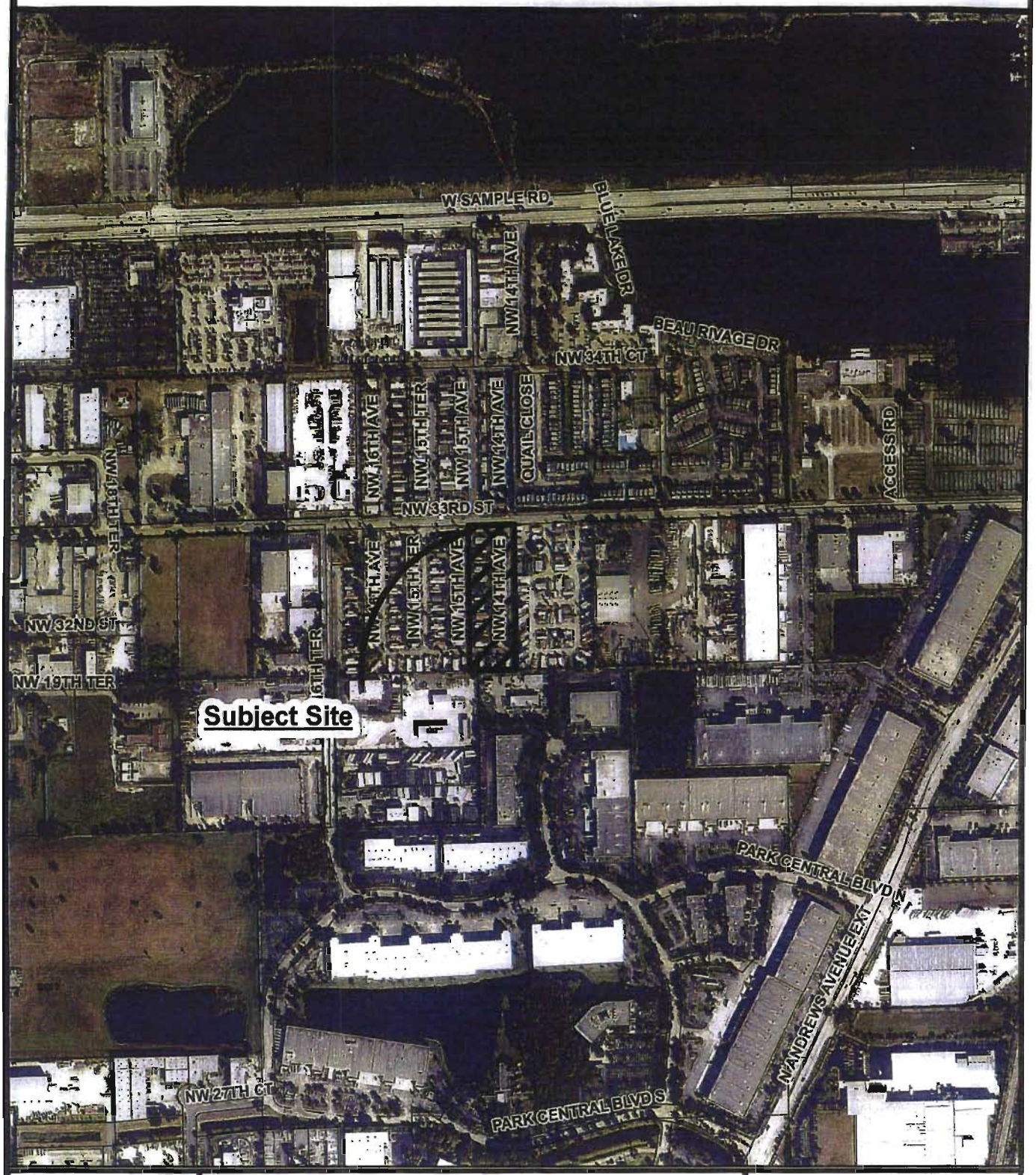
# CITY OF POMPANO BEACH
# OFFICIAL ZONING MAP




| 1 in = 600 ft | 4 | PREPARED BY: DEPARTMENT OF DEVELOPMENT SERVICES |
|---|---|---|
| 11/4/2014 DeSMat | \\GISDBSVR\arcgisserver\directories\arcgisPlanning\All_Maps\P&Z Packets\2013\1393000003_Maps.mxd | |

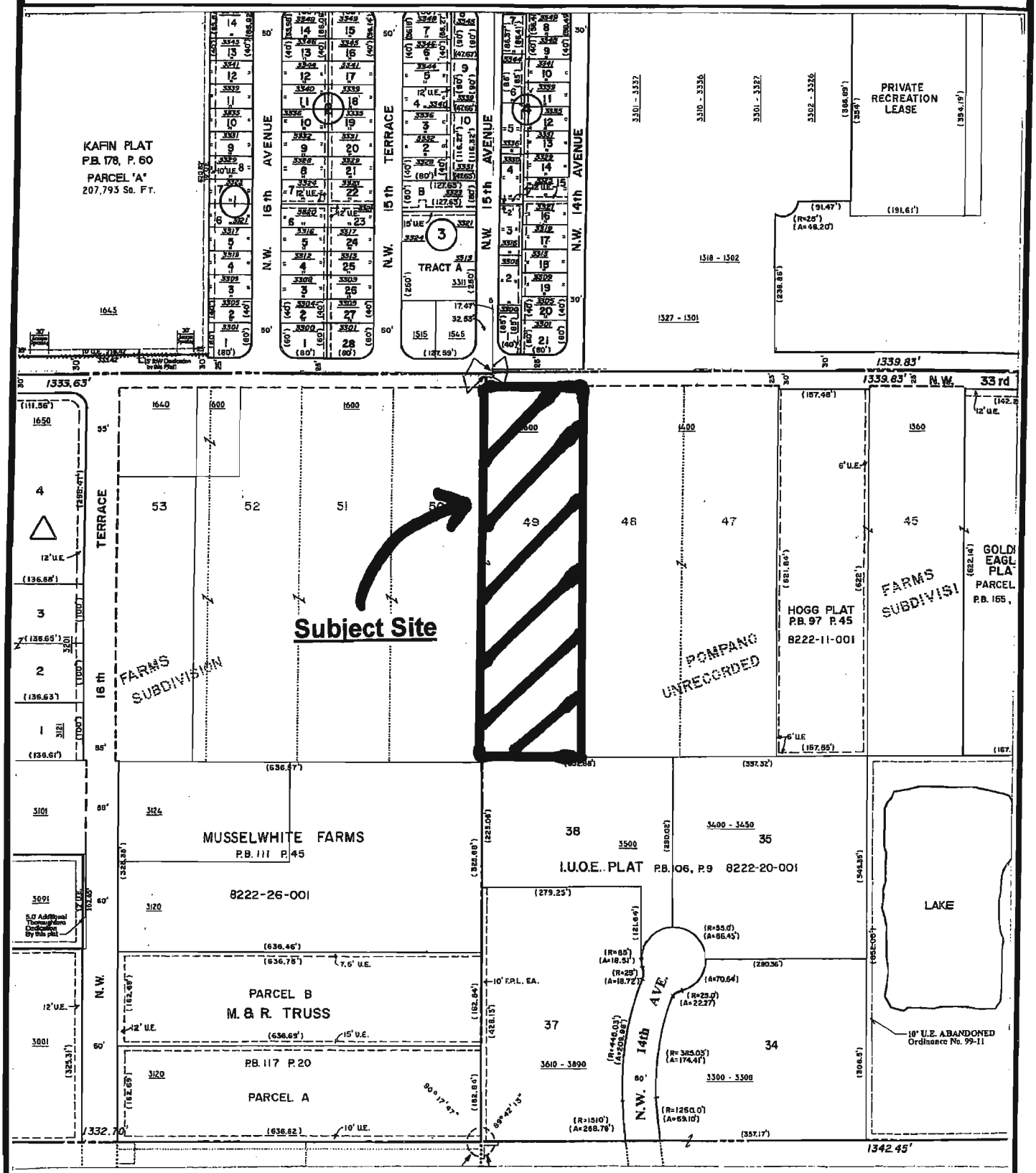
# CITY OF POMPANO BEACH
# AERIAL MAP

N




| | | |
|---|---|---|
| 1 in = 600 ft<br>11/4/2014 DeSMat | 5<br>\\GISDBSVR\arcgisserver\directories\arcgisPlanning\All_Maps\P&Z Packets\2013\1393000003_Maps.mxd | PREPARED BY:<br>DEPARTMENT OF<br>DEVELOPMENT SERVICES |

# EXCERPT FROM THE CITY OF POMPANO BEACH
# PLAT MAP




SCALE: NTS



NORTH

**C. Rationale for the Proposed Amendment**
The Applicant's rationale of the proposed land use of medium residential is simply to continue the use of the mobile home park that has existed on the subject property for over 50 years. It will also provide compatibility with the existing zoning & use of the property. The Applicant is of the opinion that this amendment would correct an error that transpired during the late 1980's, between Broward County and the City of Pompano Beach.

**D. Surrounding Land Uses** – The subject property is surrounded by the following land use designations:

- North: Low Medium Residential
- South: Industrial
- East: Medium Residential
- West: Low Medium Residential

**E. Proposed City Land Use Designation** - The proposed land use designation is Medium Residential (M).

**F. Impact Analysis**
The proposed intensity of the amendment area is a net decrease over what is currently allowed under the city's adopted plan; the reduction in intensity is due to the elimination of the Industrial land use and replacing it with residential. The amendment will also result in a population increase and therefore will generate additional demands on city services, and on the school district. The results of the impact analysis are provided below.

Sanitary Sewer
The proposed Medium Residential Land Use requires more sanitary sewer flow than the existing Industrial Land Use designation by approximately 9,287 gallons per day. The table below shows the difference in generation between the two uses.

| Sanitary Sewer Impact | | | |
|---|---|---|---|
| | Use | Calculation | Total |
| Current | Industrial 24,130 sq. ft. | X .1 GPD per sq.ft. | =2,413 GPD |
| Proposed | Medium Res. 39 d.u. | X 300 GPD per d.u. | =11,700 GPD |
| Source: Broward County LDC | | Change | 9,287 GPD |

Potable Water
The proposed Medium Residential Land Use requires more potable water than the existing Industrial Land Use designation. The table below shows that demand for potable water increases by 11,237 gallons per day from what would be generated under the existing Industrial Land Use Designation, if that were to be developed on the property.

| Potable Water Impact | | | |
|---|---|---|---|
| | Use | Calculation | Total |
| Current | Industrial 24,130 sq. ft. | X .1 GPD per sq.ft. | =2,413 GPD |
| Proposed | Medium Res. 39 d.u. | X 350 GPD per d.u. | =13,650 GPD |
| Source: Broward County LDC | | Change | 11,237 GPD |

Drainage
No specific drainage improvements have been programmed as of 2010. The final type and location of drainage improvements associated with future development will be determined during the approval process. Assuming

onsite detention is used, no increase in the quantity of storm water discharge should result from future improvements.

Drainage improvements will be programmed to conform to adopted level-of-service standards for the utility, and will be satisfied on-site. Required surface water management permits and licenses will be provided in conjunction with site development. All development activity on the proposed amendment site will continue to meet adopted level-of-service standards, and required permits will be obtained from agencies having jurisdiction.

Solid Waste

The proposed Medium Residential Land Use represents a decrease the output of solid waste from the existing Industrial Land Use. The table below shows that the output for solid waste will decrease by 4,487.9 pounds per day from what would be generated under the existing Industrial Land Use Designation if it existed.

| Solid Waste Impact | | | |
|---|---|---|---|
| | Use | Calculation | Total |
| Current | Industrial 24,130 sq. ft. | X 2 lbs./100 sq. ft./day | =483 lbs/day |
| Proposed | Medium Res. 39 d.u. | X 8.9 lbs/day | =347.1 lbs/day |
| Source: City of Pompano Beach Comprehensive Plan LOS | | Change | -135.9 lbs/day |

Recreation and Open Space

The level of service standard for neighborhood parks is based on 2 acres per 1,000 persons.
The level of service standard for community parks is 1 acre per 1,000 persons.
The level of service standard for urban parks based is 2 acres per 1,000 persons.

The proposed change in the land use designation will increase residential units by a net 39 units. The increase in population will be approximately 86 people. The 86 additional people will generate the need for .43 of an acre of all park types (5acres/1000). There is existing capacity in the city's park system to accommodate this demand.

Traffic Circulation

Replacing Industrial land use with Medium Residential land use would result in an increase of average daily trips by approximately 257.1 trips per day.

| Traffic Impact | | | |
|---|---|---|---|
| | Use Code | Calculation | Total |
| Current | Industrial (140) | 24,130 sq. ft. | =1.9 trips/day |
| Proposed | Medium Res. d.u. ( 220) | 39 Apartment du | = 259 trips /day |
| Source: Trip Generation Manual, 6th Addition - Average Daily Traffic | | Change | 257.1 trips/day |

Mass Transit

The Applicant states that a Broward County Mass Transit bus stop is located approximately 1,200 feet north of the subject property for Transit Route 34 along Sample Road. This route operates on 30-minute intervals on weekdays and 40-minute intervals on weekends. Also stated in the

application is that the Sample Road Tri-Rail Station is approximately 2,400 feet east of the subject property. It is also serviced by the City's "Blue Route" running along Sample Road.

**Summary**

In summary, the proposed amendment will have the following effects on public facilities and services:

- Increase in population for this property from zero to an approximate 86 residents;
- increase in sewer output and water demand of 9,287 gallons per day;
- Increase in solid waste demand;
- Increase in traffic impacts;
- Increase transit demand for the relatively close existing mass transit facility;
- Increase in demand for park and recreation (due to increase in population).

The City has adequate capacity in all of these services to handle this increment of growth. Furthermore, the Applicant intends to retain the existing mobile home development on the subject property, which means that there would be no increase in the existing rendered service.

**G. Natural and Historic Resources**

The applicant states that review of the Pompano Beach Comprehensive Plan Maps reveals no historic sites located on or near the subject property.

**H. Affordable Housing**

The requirements of affordable housing units per the Broward County Land Use Plan Policy 1.07.07 do not apply for this request since it would generate fewer than 100 units.

**I. Land Use Compatibility**

The proposed use is compatible with the adjacent Medium Residential and Low Medium Residential to the east, north and west respectively. The one side that the amendment would not be compatible with is to the south, where there is Industrial land use. The surrounding Future Land Use designations to the subject property are shown in the table below:

| Location | Existing Use | City Land Use Designation |
|---|---|---|
| **North** | Mobile Homes | Low medium Residential |
| **South** | Industrial Buildings | Industrial |
| **East** | Mobile Homes | Medium Residential |
| **West** | Mobile Homes | Low medium Residential |

**J. Hurricane Evacuation Analysis**

The subject property is not within a Hurricane Evacuation Zone so no analysis is required.

**K. Redevelopment Analysis**
The amendment is not within the City's CRA Boundaries.

**L. Intergovernmental Coordination**
The subject property is not adjacent to any other local governments.

**M. Public Education**
The School Board will provide the project with a School Consistency Review Report prior to County adoption of the Land Use Plan amendment.

**N. Consistency with Goals, Objectives and Policies of the City's Land Use Plan**
The proposed amendment is consistent with the following goals, objectives and policies of the Land Use Plan:

Goal 01.00.00
The attainment of a living environment which provides the maximum physical, economic and social well being for the City and its residents through the thoughtful and planned use and control of the natural and man-made environments that discourages urban sprawl, is energy efficient and reduces greenhouse gas emissions.

Policy 01.03.05
All Land Use Plan Map amendments and rezonings shall provide for the orderly transition of varying residential land use designations.

Policy 01.03.06
Consider density and intensity revisions with an emphasis on minimal negative impacts to existing residential areas, particularly single family areas.

Policy 01.03.11
Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezonings.

Policy 01.07.21
Annually evaluate the effect of land development regulations and permitting on the affordability of housing and take appropriate actions to support the affordability of housing. Continue to implement the incentives for providing affordable housing currently in the land development regulations including the use of flex units for affordable housing and the expedited permit review process for developments primarily aimed at providing affordable housing.

Policy 01.07.22
The city's land development code shall include provisions to encourage or enable a variety of housing opportunities in varying price ranges, including housing for low and moderate income families in large scale residential developments.

Goal 05.00.00
The areawide availability of structurally safe, affordable, uncrowded and otherwise adequate residential shelter for all existing and anticipated future residents of the City of Pompano Beach and utilize energy efficient design and construction principles and renewable energy resources.

Policy 05.01.01
The City shall adopt a future Comprehensive Plan which includes the provision of residentially designated property at a variety of density classifications. The relative location of parcels with different density designations shall be based on sound planning principles and cognizant of potential negative impacts to existing established residents and businesses.

Policy 05.08.07
Encourage both ownership and rental opportunities for all types of housing.

**O. Recommendation of Approval**
Staff recommends approval of the Land Use Plan Map Amendment from the current Industrial (I) Land Use designation to Medium Residential (M) for the property legally described in Exhibit A.

**ALTERNATIVE MOTIONS:**

**(1)** **Motion to recommend approval** of the proposed Future Land Use amendment from the current Industrial (I) Land Use designation to Medium Residential (M) based on compliance with the following Future Land Use Element goals and policies:

Goal 01.00.00
The attainment of a living environment which provides the maximum physical, economic and social well being for the City and its residents through the thoughtful and planned use and control of the natural and man-made environments that discourages urban sprawl, is energy efficient and reduces greenhouse gas emissions.

Policy 01.03.05
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Policy 01.07.21
Annually evaluate the effect of land development regulations and permitting on the affordability of housing and take appropriate actions to support the affordability of housing. Continue to implement the incentives for providing affordable housing currently in the land development regulations including the use of flex units for affordable housing and the expedited permit review process for developments primarily aimed at providing affordable housing.

Policy 01.07.22
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Goal 05.00.00
The areawide availability of structurally safe, affordable, uncrowded and otherwise adequate residential shelter for all existing and anticipated future residents of the City of Pompano Beach and utilize energy efficient design and construction principles and renewable energy resources.

Policy 05.01.01
The City shall adopt a future Comprehensive Plan which includes the provision of residentially designated property at a variety of density classifications. The relative location of parcels with different density designations shall be based on sound planning principles and cognizant of potential negative impacts to existing established residents and businesses.

Policy 05.08.07
Encourage both ownership and rental opportunities for all types of housing.

**(2)** **Motion to table** the requested Future Land Use amendment to provide time for any issues raised by the Board, Staff, Applicant or the general public.

**(3)** **Motion to recommend denial** as the Board finds the proposed Land Use designation amendment incompatible with the goals, objectives and policies in the Comprehensive Plan.

# Exhibit A
# Legal Description

*Lot 49, Pompano Farms (unrecorded) described as follows:*

*The West one-half (W 1/2) of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of Section 22, Township 48 South, Range 42 East, Broward County, Florida, LESS the North 25.00 feet thereof.*

*Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 104,927 square feet or 2.4088 acres more or less.*

#44

# 1600 Corporation

## SMALL LAND USE AMENDMENT

## PARKRIDGE MOBILE HOME PARK

1400-1600 NW 33RD STREET
POMPANO BEACH, FLORIDA

Prepared by:

Johnston & Metevia, P.A.
2335 E. Atlantic Blvd., Suite 301
Pompano Beach, FL 33062
P: 954-942-6633 F: 954-942-3958
E: tjwm1@aol.com

Rev. 11/12/2014

LUPA

LUPA

https://www.google.com/maps/@26.2699972,-80.1415801,485m/data=!3m1!1e3?hl=en

# CITY OF POMPANO BEACH
## Future Land Use Map

## Map Updated: April 29, 2014

LEGEND

- OR Land Use less than one acre

TYPE

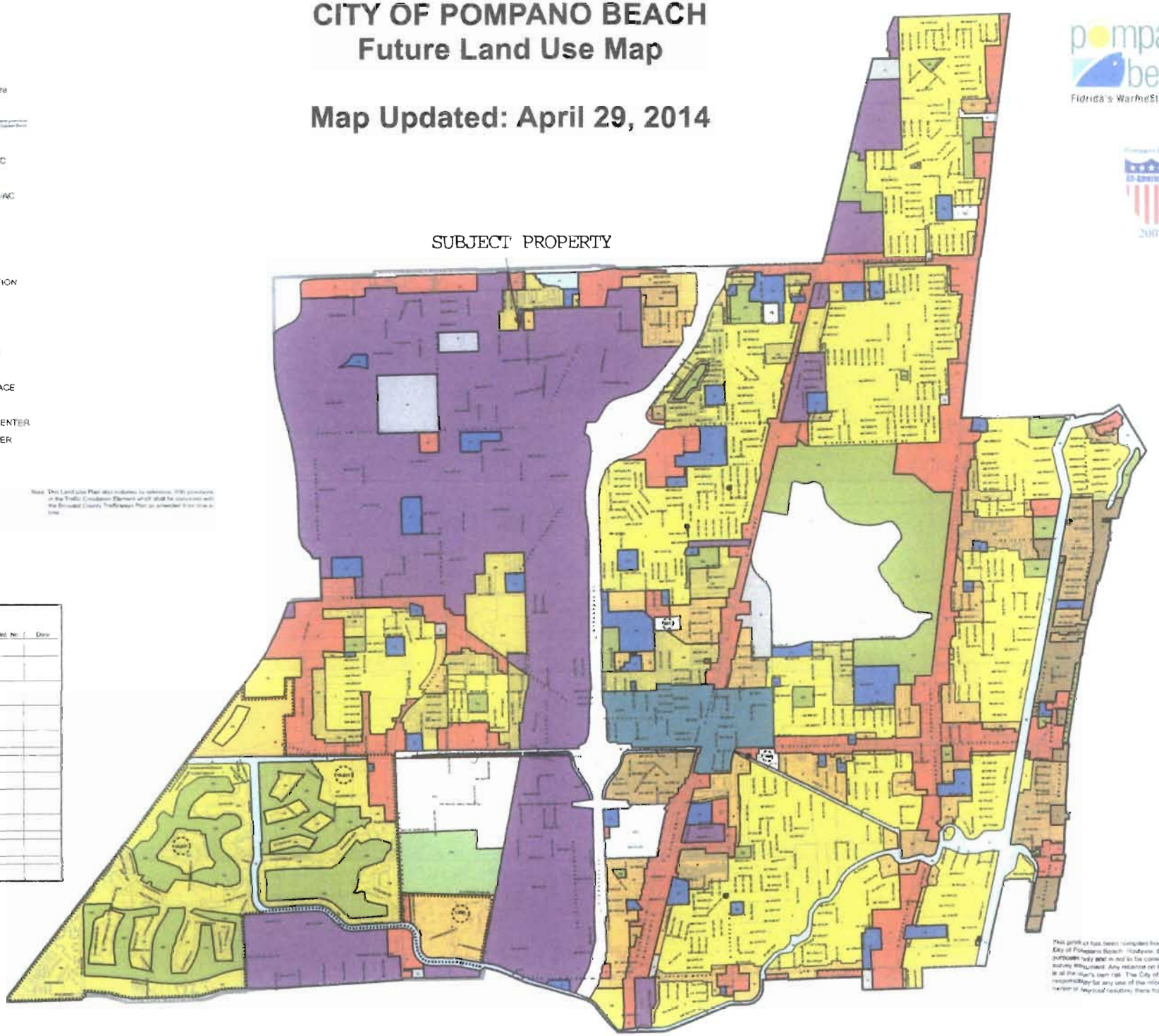
- Number
- L- LOW- 1-5 DU/AC
- LM- LOW-MEDIUM 5-10 DU/AC
- M- MEDIUM 10-16 DU/AC
- MH- MEDIUM-HIGH 16-25 DU/AC
- H- HIGH 25-46 DU/AC
- 12 - 12- IRREGULAR DENSITY
- 36 - 36- IRREGULAR DENSITY
- C- COMMERICAL
- CR- COMMERICAL RECREATION
- I- INDUSTRIAL
- T- TRANSPORTATION
- U- UTILITIES
- CF- COMMUNITY FACILITIES
- DPTOC
- OR- RECREATION OPEN SPACE
- W- WATER
- RAC- REGIONAL ACTIVITY CENTER
- LAC- LOCAL ACTIVITY CENTER
- CITY LIMITS

This is to certify that the "The Official Land Use Map of the City of Pompano Beach, Broward County, Florida" referred to in Section 154.20 of The City of Pompano Beach Code of Ordinances adopted by Ordinance 2011-41 on May 10, 2011 and as amended, as shown below.

Note: This Land Use Plan also includes by reference, RW1 provisions of the Traffic Circulation Element which shall be consistent with the Broward County Trafficways Plan as amended from time to time.

AMENDMENTS

| Ord. No. | Date | Ord. No. | Date | Ord. No. | Date |
|---|---|---|---|---|---|
| 03-25 | 3/11/2003 | | | | |
| 03-39 | 3/11/2003 | | | | |
| 04-22 | 12/7/2004 | | | | |
| 05-84 | 5/24/2005 | | | | |
| 05-85 | 7/12/2005 | | | | |
| 05-71 | 7/26/2005 | | | | |
| 05-72 | 7/26/2005 | | | | |
| 05-73 | 7/26/2005 | | | | |
| 05-04 | 11/22/2005 | | | | |
| 06-49 | 7/11/2006 | | | | |
| 06-50 | 7/11/2006 | | | | |
| 06-51 | 7/11/2006 | | | | |
| 06-61 | 9/12/2006 | | | | |
| 06-68 | 11/28/2007 | | | | |
| 08-41 | 6/10/2008 | | | | |
| 08-42 | 6/10/2008 | | | | |
| 09-35 | 5/12/2009 | | | | |
| 10-43 | 7/27/2010 | | | | |
| 10-3 | 10/26/2010 | | | | |
| 11-4 | 10/26/2010 | | | | |
| 11-24 | 2/8/2011 | | | | |
| 11-25 | 2/8/2011 | | | | |
| 12-54 | 10/23/2012 | | | | |
| 12-14 | 10/13/2012 | | | | |
| 12-15 | 10/13/2012 | | | | |
| 12-29 | 12/11/2012 | | | | |
| 13-06 | 6/25/2013 | | | | |

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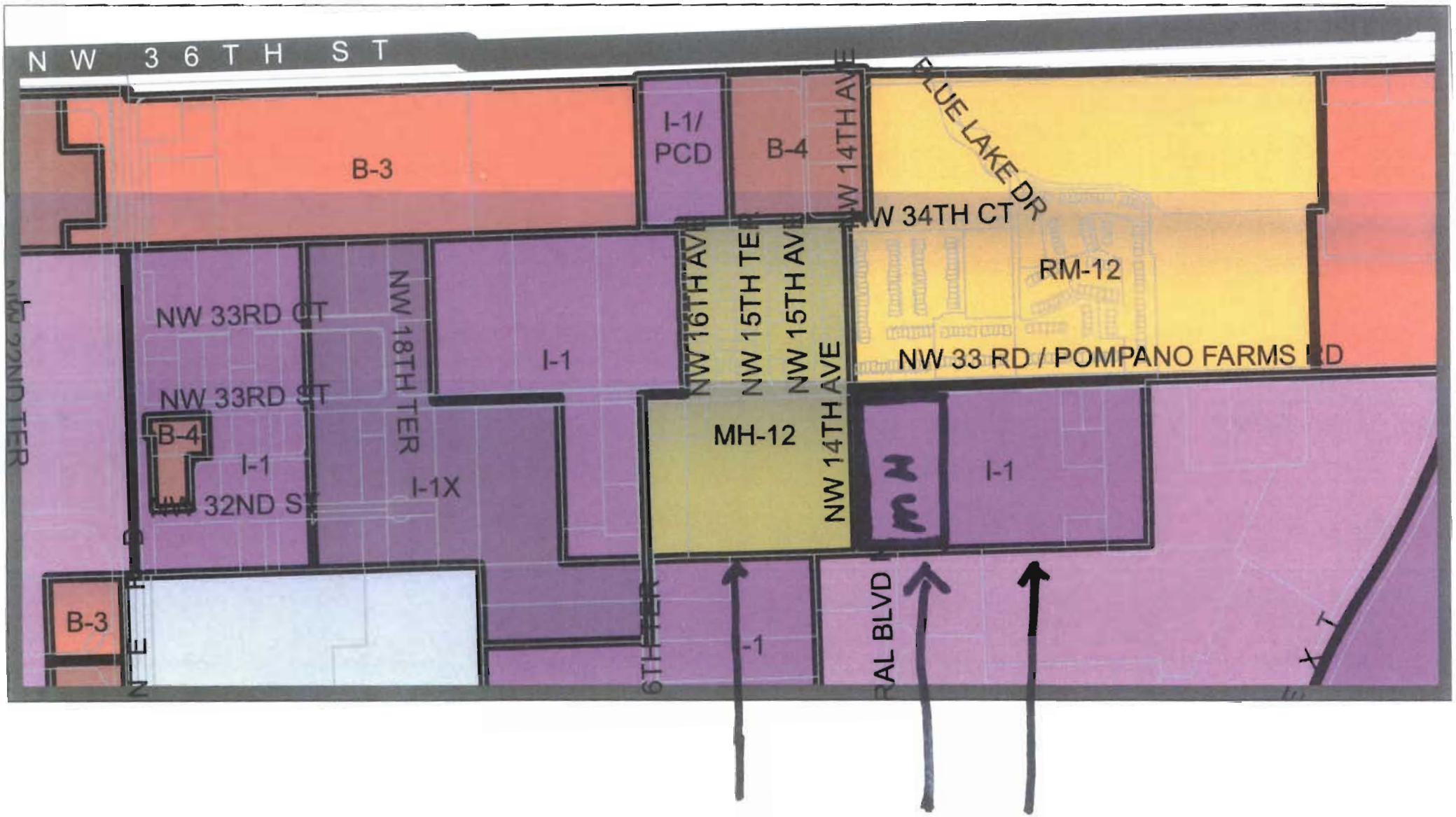



CURRENT ZONING MH-12 as of spring 2014

# APPLICATION FOR AMENDMENT TO THE BROWARD COUNTY LAND USE PLAN: BROWARD COUNTY PLANNING COUNCIL

1600 Corporation

I. TRANSMITTAL INFORMATION

A. Letter of transmittal from municipal mayor or manager documenting that the local government took action by motion, resolution or ordinance to transmit a proposed amendment to the Broward County Land Use Plan. Please attach a copy of the referenced motion, resolution or ordinance. The local government's action to transmit must include a recommendation of approval, denial or modification regarding the proposed amendment to the Broward County Land Use Plan.

**County will answer**

B. Date local governing body held transmittal public hearing.

**County will answer**

C. Whether the amendment area is within as Area of Critical State Concern or proposed for adoption under a joint planning agreement pursuant to Section 163.3171, Florida Statutes.

**County will answer**

D. Whether the amendment is one of the following:
*Development of Regional Impact
*Small scale development activity (per Florida Statutes)
*Emergency (please describe on separate page)
*Other amendments which may be submitted without regard to Florida statutory limits regarding amendment submittals (Brownfield amendments, etc.)

**County will answer**

II. LOCAL GOVERNMENT INFORMATION

A. Local land use plan amendments or case numbers.

**County will answer**

B. Proposed month of adoption of local land use plan amendment.

**County will answer**

C. Name, title, address, telephone, facsimile number and email of the local government contact.

**County will answer**

D. Summary minutes from the local planning agency and local government public hearing of the transmittal of the Broward County Land Use Plan amendment.

**County will answer**

E. Description of public notification procedures followed for the amendment by the local government.

County will answer

III. APPLICANT INFORMATION

A. Name, title, address, telephone, facsimile number and email of the applicant.

**1600 Corporation, 3640 NW 58th Street, Pompano Beach, FL 33073; Tel. 954-698-5972; Fax none; email: none**

B. Name, title, address, telephone, facsimile number and email of the agent.

**Thomas W. Johnston, Esq., Johnston & Metevia, P.A., 2335 E. Atlantic Blvd., Suite 301, Pompano Beach, FL 33062; Tel. 954-942-6633, Fax 954-942-3958, tjwm1@aol.com**

**Michael Vonder Meulen, Senior Planner, Keith and Associates, 301 E. Atlantic Blvd., Pompano Beach, FL 33060; Tel. 954-788-3400, Fax 954-788-3500, mvondermeulen@keith-associates.com**

C. Name, title, address, telephone, facsimile number and email of the property owner.

**1600 Corporation, 3640 NW 58th Street, Pompano Beach, FL 33073; Tel. 954-698-5972; Fax none; email: none**

D. Planning Council fee for processing the amendment in accordance with the attached Exhibit C, "Fee Schedule for Amendments to the Broward County Land Use Plan and Local Land Use Elements."

**See attached**

E. Applicant's rationale for the amendment. The Planning Council requests a condensed version for inclusion in the staff report.

**The proposed use of the mobile home park (this has been a mobile home park for over 50 years and the use will not change) is medium residential. This action will restore the previously existing use. Our clients 1600 Corporation have owned this property for more than 40 years and operated**

**the mobile home park, the past and current use on the property, both for zoning and land use purposes. The particular area concerned with this land use change is a small portion of that property consisting of unrecorded lots known as Pompano Farms (Unrecorded) Acreage Lots 47-53. This proposed land use change involves Lot 49, surrounded by Lots 47 and 48 on the east side and Lots 50-53 on the west side. Lots 47 and 48 and 50-53 currently have the identical land use to the proposed land use designation sought by this application. Unrecorded Lot 49 of Pompano Farms for many years had the land use category of "medium residential" (10-16). Sometime in the late 1980s, when a communication between the County and the City of Pompano Beach was questioned by the County, and the City reported it would investigate it; there were no results of that investigation that can be found. This particular one lot was put forward for a land use amendment from medium-residential (10-16) to industrial, without the knowledge or consent of the owner, a condition the owner did not discover until spring 2013. This application seeks to correct that error, rectify the situation by restoring the correct and proper land use which this property has enjoyed together with its companion lots (47-53) of Pompano Farms Unrecorded for more than 40 years. The zoning of the west 10' of Lot 46 and all of Lots 47-53 is MH (note: "mobile home park" as of spring 2014).**

IV. AMENDMENT SITE DESCRIPTION

A. Concise written description of the general boundaries and gross acreage (as defined by BCLUP) of the proposed amendment.

**1400-1600 NW 33rd Street, Pompano Beach; please see attached legal description; 2.4088 acres more or less; this parcel lies between two larger parent tracts and has always been contiguous and owned by the same owner for many years.**

B. Sealed survey, including legal description of the area proposed to be amended.

**See attached survey**

C. Map at a scale of 1" = 300' clearly indicating the amendment's location, boundaries and proposed land uses.

**See attached color map**

V. EXISTING AND PROPOSED USES

A. Current and proposed local and Broward County Land Use Plan designation(s) for the amendment site. If multiple land use designations, describe gross acreage within each designation.

**From industrial to medium-residential (16): residential mobile home park**

B. Current land use designations for the adjacent properties.

**Industrial**

C. Indicate if the flexibility provisions of the Broward County Land Use Plan have been used for adjacent areas.

**Yes**

D. Existing use of amendment site and adjacent areas.

**The proposed use of the mobile home park (this has been a mobile home park for over 50 years and the use will not change) is medium residential. This action will restore the previously existing land use.**

E. Proposed use of the amendment site including proposed square footage* for each non-residential use and/or dwelling unit count. For RAC, LAC, TOC, TOD and MUR amendments, please provide each existing non-residential use square footage and existing dwelling units for amendment area.

**MH-12 (mobile home park)**

F. Maximum allowable development per local government land use plans under existing designation for the site, including square footage* for each non-residential use and/or dwelling unit count.

**None**

G. Indicate if the amendment is part of a larger development project that is intended to be developed as a unit such as a site plan, plat or Development of Regional Impact. If so, indicate the name of the development; provide the site plan or plat number; provide a location map; and, identify the proposed uses.

**No**

VI. ANALYSIS OF PUBLIC FACILITIES AND SERVICES

The items below must be addressed to determine the impact of an amendment on existing and planned public facilities and services. Provide calculations for each public facility and/or service. If more than one amendment is submitted, calculations must be prepared on an individual and cumulative basis. *square footage numbers are for analytical purposes only

***Industrial Capacity analysis will be calculated at 10,000 per acre (2.413 gross acres x 10,000 sq ft/ac = 24,130 sq ft) and Residential Capacity will be based on maximum density permitted per acre 2.413 gross acres x 16 du/ac = 39 units).***

A. Sanitary Sewer Analysis

1. Identify whether the amendment site or a portion is currently and/or proposed to be serviced by septic tanks.

**The property is not serviced by septic tanks.**

2. Identify the sanitary sewer facilities serving the amendment site including the current plant capacity, current plus committed demand on plant capacity, and planned plant capacity.

**Established levels of service in accordance with the City's Comprehensive Plan are as follows:**

| | |
|---|---|
| **Pompano Beach:** | **15.71 million gallons per day in Design Capacity** |
| | **12.667 million gallons per day in 2008** |
| **Broward County:** | **84.00 million gallons per day in Design Capacity** |
| **(North District)** | **72.50 million gallons per day in 2008** |

3. Identify the net impact on sanitary sewer demand resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.

**Broward County's Comprehensive Plan lists generation rates for industrial/warehouse uses at 0.10 gallons per day per square foot of floor space and 300 gallons per day for each residential unit. Based on this generation rate, the amendment will result in an assumed increase of 4,787 gallons per day of sanitary sewer demand.**

**Sanitary Sewer Demand – Industrial Land Use**

**Existing Assumed Demand: 24,130 sq. ft. x 0.10 gpd = 2,413 gpd**
**Proposed Demand: 39 units x 300 gpd = 11,700 gpd**

**Increase in Demand = 9,287 gpd**

4. Identify the projected plant capacity and demand for the short and long range planning horizons as identified within the local government's adopted comprehensive plan. Provide demand projections and information regarding planned plant capacity expansions including year, identified funding sources and other relevant information.

**The design capacity of the Broward County North Regional Wastewater Treatment Plant is 84 million gallons per day (MGD). The City of Pompano Beach has a reserve capacity 15.71 MGD (average daily flow). The City projections indicate that by 2015 the average flow will be 14.23 MGD, which is below reserve capacity.**

**Source: Pompano Beach Comprehensive Plan**

5. Correspondence from sanitary sewer provider verifying the information submitted as part of the application on items 1-4 above. Correspondence must contain name, position and contact information of party providing verification.

**Mario Aispuro, Land Development Project Coordinator**
**Broward County Environmental Engineering Division**
**2555 W. Copans Road, Pompano Beach, FL 33069**

B. Potable Water Analysis

1. Data and analysis demonstrating that a sufficient supply of potable water and related infrastructure will be available to serve the proposed amendment site through the long-term planning horizon, including the nature, timing and size of the proposed water supply and related infrastructure improvements.

   **The City's level-of-service for potable water is 191 or lower gallons per capita per day.**

   **In 2010 the projected demand was 14.72 mgd with a capacity of 22.17 mgd. The projected demand for 2015 is 15.95 mgd with a capacity of 20.33 mgd.**

   **Source: Pompano Beach Comprehensive Plan**

2. Identify the facilities serving the service area in which the amendment is located including the current plant capacity, current and committed demand on the plant and South Florida Water Management District (SFWMD) permitted withdrawal, including the expiration date of the SFWMD permit.

| | |
|---|---|
| **Pompano Beach Water** | |
| **Lime Softening Plant** | **40.00 mgd in Design Capacity** |
| **Membrane Plant** | **10.00 mgd in Design Capacity** |
| **Total** | **50.00 mgd in Design Capacity** |
| | **16.23 mgd in Current Demand** |
| **Broward County** | |
| **2A Plant** | **30.00 mgd in Design Capacity** |
| | **13.33 mgd in Current Demand** |
| **Broward County** | |
| **1A Plant** | **10.67 mgd in Design Capacity** |
| | **8.00 mgd in Current Demand** |

   **Note: All demand figures are for 2007**

3. Identify the wellfield serving the service area in which the amendment is located including the permitted capacity, committed capacity, remaining capacity and expiration date of the permit.

   **The City of Pompano Beach owns twenty-five (25) production wells that supply potable water. There are two wellfields serving this site. The eastern wellfield is located within the Pompano Beach Airpark and the western wellfield is located within the Palm Aire**

**development. The City's water withdrawal is authorized by South Florida Water Management Consumptive Use Permit Number 06-00070W, which allows for an average daily allocation of 20.00 MGD, a maximum daily allocation of 25.5 MGD and a pump capacity of 54.40 MGD.**

4. Identify the net impact on potable water demand, based on adopted level of service resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.

   **Broward County's Comprehensive Plan lists generation rates for industrial/warehouse uses at 0.10 gallons per day per square foot of floor space and 350 gallons per day for each residential unit. Based on this generation rate, the amendment will result in an assumed increase of 4,787 gallons per day of sanitary sewer demand.**

   **Potable Water Demand**

   **Existing Assumed Demand: 24,130 sq. ft. x 0.10 gpd = 2,413 gpd**
   **Proposed Demand: 39 units x 350 gpd = 13,650 gpd**

   **Increase in Demand = 11,237 gpd**

5. Identify the projected capacity and demand for the short and long range planning horizons as identified within the adopted comprehensive plan-provide demand projections and information regarding planned wellfield and planned plant capacity expansions including year, funding sources and other relevant information. If additional wellfields are planned, provide status including the status of any permit applications.

   **In 2010 the projected demand was 14.72 mgd with a capacity of 22.17 mgd. The projected demand for 2015 is 15.95 mgd with a capacity of 20.33 mgd.**

   **Per discussion with City staff, there are no capacity expansions planned in the City's Capital Improvements Program (CIP). No additional wellfields are planned.**

6. Correspondence from potable water provider verifying the information submitted as part of the application on items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.

   **Mario Aispuro, Land Development Project Coordinator**
   **Broward County Environmental Engineering Division**
   **2555 W. Copans Road, Pompano Beach, FL 33069**

C. Drainage Analysis

1. Provide the adopted level of service standard for the service area in which the amendment is located.

**The adopted level of service standards in the City of Pompano Beach are as follows:**

- **25-Year Frequency Storm**
  **72-Hour Duration for Allowable Discharge**

- **10-Year Frequency Storm**
  **24-Hour Duration for the Minimum Road Crown Elevation**

- **100-Year Frequency Storm**
  **72-Hour Duration for Minimum Finished Floor Elevation**

2. Identify the drainage district and drainage systems serving the amendment area.

   **The amendment area is located in the South Florida Water Management District. Runoff will be stored on-site in an existing retention area (lakes), and overflow is discharged to Dixie Highway and SW 6th Street.**

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

   **No specific drainage improvements have been programmed as of 2010. The final type and location of drainage improvements associated with future development will be determined during the approval process. Assuming on-site detention is used, no increase in the quantity of stormwater discharge should result from future improvements.**

   **Drainage improvements will be programmed to conform to adopted level-of-service standards for the utility, and will be satisfied on-site. Required surface water management permits and licenses will be provided in conjunction with site development.**

4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site. Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

   **Per the South Florida Water Management District, no Basin Surface Water Management Plan has been developed or approved by the District for the proposed amendment area.**

5. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrates how the site will be

drained and the impact on the surrounding properties. The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one hundred year flood elevation, acreage of proposed water management retention area, elevations for buildings, roads and years, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

**All development activity on the proposed amendment site will continue to meet adopted level-of-service standards, and required permits will be obtained from agencies having jurisdiction. Future improvements will meet the surface water management requirements of the South Florida Water Management District and the Broward County Department of Planning and Environmental Protection.**

6. Correspondence from local drainage district verifying the information submitted as part of the application on items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.

**Alessandra Delfico PE, City Engineer**
**City of Pompano Beach Engineering Division**
**1201 NE 5 Avenue,**
**Pompano Beach, Florida 33060**

D. Solid Waste Analysis

1. Provide the adopted level of service standard for the municipality in which the amendment is located.

**The City of Pompano Beach's adopted level-of-service standard are as follows:**

| Land Use | Level of Service |
|---|---|
| **Residential** | **8.9 lbs. per unit per day** |
| **Industrial/Commercial Factory/Warehouse** | **2 lbs per 100 sq ft per day** |

2. Identify the solid waste facilities serving the service area in which the amendment is located including the landfill/plant capacity, current and committed demand on the landfill/plant capacity and planned landfill/plant capacity.

**Waste Management, Inc., operates a Class 1 Sanitary Landfill, which is authorized to accept all household and commercial solid waste, excluding hazardous waste. The landfill covers 500 acres, of which**

**400 acres are used to bury solid waste. The sanitary landfill is located north of the City of Pompano Beach city limits.**

**Waste Management leases land to Broward County for the Waste to Energy Plant. The Waste to Energy Plant is one of two facilities, Broward County has constructed for the incineration of solid waste. The unburnable materials and the residue ash are place in the sanitary landfill.**

**Waste Management, Inc. is the City's contractor for the collection and disposal of all solid waste generated within the City of Pompano Beach.**

| | |
|---|---|
| **Available Landfill/Plant Capacity:** | **660 tons per day** |
| **Current Landfill/Plant Demand:** | **290 tons per day** |
| **Committed Landfill/Plant Demand:** | **290 tons per day** |

Source: City of Pompano Beach Comprehensive Plan

3. Identify the net impact on solid waste demand resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.

**Industrial demand based on increase of total square footage proposed is calculated below. This calculation assumes an average commercial waste generation rate of 4.2 pounds per 100 square feet per day, detailed as follows:**

***Industrial and Commercial Solid Waste Generation Rates***

***Factory/Warehouse*** ***2 pounds per 100 square feet per day***

**Existing Assumed**
**Demand: 24,130 sq ft x 2.0 lbs/100 sq ft/day = 483 lbs**
**Proposed Demand: 39 units x 8.9 lbs/day/unit = 347.1 lbs**

**Reduction in demand = 135.9 pounds per day**

**This amendment will result in a net reduction in solid waste demand of 135.9 pounds per day.**

4. Correspondence from the solid waste provider verifying the information submitted as part of the application on items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.

**Kay Hurley**
**Waste Management**
**2700 NW 48th Street, Pompano Beach, FL 33073**

E. Recreation and Open Space Analysis

1. Provide the adopted level of service standard for the service area in which the amendment is located and the current level of service.

**The City of Pompano Beach has the following adopted level-of-service for parks**

- **Two (2) acres per 1,000 population for neighborhood parks.**
- **One (1) acre per 1,000 population for community parks.**
- **Two (2) acres per 1,000 population for urban parks.**

2. Identify the parks serving the service area in which the amendment is located including acreage and facility type, e.g. neighborhood, community or regional park.

| | | |
|---|---|---|
| **Apollo Park** | **4.4 acres** | **Mini** |
| **Kendall Lakes Park** | **0.2 acres** | **Mini** |
| **Hunters Manor Park** | **8.3 acres** | **Neighborhood** |
| **McNair Park** | **8.4 acres** | **Neighborhood** |
| **Mitchel Moore Park** | **15.8 acres** | **Community** |
| **Weaver Park** | **12.4 acres** | **Community** |
| **Quiet Waters Park** | **431 acres** | **Regional** |
| **Tradewinds Park** | **627 acres** | **Regional** |

3. Identify the net impact on demand for park acreage resulting from this amendment.

**Based on the conservative assumption of 2.2 persons per dwelling unit, this amendment will create a net impact demand of:**

- **0.144 acres of neighborhood parks**
- **0.072 acres of community parks**
- **0.144 acres of urban parks**

4. Identify the projected park needs for the short and long range planning horizons as identified within the adopted comprehensive plan – provide need projections and information regarding planned expansions including year, identified funding sources, and other relevant information.

**The amendment site is located in Park Service District 15 which is bounded on the north by Sample Road, on the east by Seaboard Coastline Railroad, on the south by Copans Road, and the west by Powerline Road. Except for a small residential area centered around the intersection of NW 33rd Street and NW 15th Terrace, the District is primarily designated for industrial uses. The small residential area consists mainly of mobile homes and apartments.**

**There are no mini-parks or neighborhood parks in the Park Service District 15. Based upon the 2005 population of 1,441, approximately 2.88 acres are needed. Park needs will continue to increase for the 2020 population of 1,500.**

**However, there are proposed park expansions and improvements based on the City of Pompano Beach Parks and Recreation Master Plan of July, 2013. The master plan identifies park improvements via commission districts. The amendment site is located in District 4. The present population of District 4 is expected to increase by nearly 3,000 persons by 2030, from the present population of 19,930 to approximately 22,597. This increase in population will require additional park area to meet Neighborhood Recreation Demand acreage of 2 acres per 1,000 populations; or for 3,000 additional residents provide a minimum of another 6 acres. The Master Plan also identifies the potential for the location of a Skate Park. The City owned site adjacent to Apollo Park and the Boys and Girls Club is an ideal venue to locate future additional recreation facilities.**

**The Master Plan proposes the expansion of Apollo Park to include a skate park, a Multi-Use soccer and football field, an informal play area, and approximately 80 parking spaces to serve future visitor needs. The City of Pompano Beach owns the site immediately adjacent to the Boys and Girls Club and the City owned Apollo Park. The presently vacant site has an area of approximately 8.5 acres. The totality of the site will be devoted to recreational use. The proposed Skate Park will be designed as a permanent facility and will be constructed with reinforced concrete elements; either precast or cast in place as the future design may warrant. A design firm that is specialized in the design and construction supervision of skate parks is recommended to be included as part of any future skate park design team. A Multi-Use Field for playing soccer or football is proposed. There is sufficient land area to construct the field and provide for the proper orientation of the facility. The other available areas of the site are proposed to be dedicated to informal playfields for children and for open space enjoyment of adults. Within the 8.5 acres of the site there will be sufficient parking provided to meet the expanded park demand. As with other City recreation facilities, proper fencing will be provided.**

F. Traffic Circulation Analysis

1. Identify the roadways impacted by the proposed amendment and indicate the number of lanes, current traffic volumes, adopted level of service and current level of service for each roadway.

**Roadways adjacent to and serving the amendment site are:**

- **NW 14th and NW 15th Avenues are two-lane private roads within the boundaries of site. These two roadways are not indicated as a local roadways in the City's Transportation Element;**

- **NW 33rd Street (Pompano Farms Road) is designated as an local collector roadway, and is a two-lane roadway between Powerline Road to Andrews Avenue Extension.**
- **Andrews Avenue Extension is a four-lane divided roadway designated as 110 foot minor arterial on the County's Trafficways Plan. The current traffic volume is 16,400 daily trips (2009 data). The adopted and current level of service is B.**
- **Powerline Road is a six-lane divided roadway designated as a 144' major arterial on the County's Trafficways Plan. The current traffic volume is 29,500 daily trips (2009 data). The adopted and current level of service is B.**

2. Identify the projected level of service for the roadways impacted by the proposed amendment for the short (five year) and long range planning horizons. Please utilize average daily and p.m. peak hour traffic volumes per Broward County Metropolitan Planning Organization plans and projections.

   - **Andrews Avenue Extension projected level of service is B short term and C long range with projected traffic volumes of 36,400 trips in 2030.**
   - **Powerline Road projected level of service is B short term and B long range with projected traffic volumes of 50,800 trips in 2030.**

3. Planning Council staff will analyze traffic impacts resulting from the amendment. You may provide a traffic impact analysis for this amendment – calculate anticipated average daily and p.m. peak hour traffic generation for the existing and proposed land use designations. If the amendment reflects a net increase in traffic generation, identify access points to/from the amendment site and provide a distribution of the additional traffic on the impacted roadway network for the short (5 year) and long range planning horizons.

   **No traffic impact analysis is being provided.**

4. Provide any transportation studies relating to this amendment, as desired.

   **No traffic studies are provided.**

G. Mass Transit Analysis

1. Identify the mass transit modes, existing and planned mass transit routes and scheduled service (headway) serving the amendment area within one-quarter of a mile.

   **Broward County Mass Transit bus stop is located approximately 1,200 feet north of the amendment site along Sample Road which is Route 34. Route 34 operates on 30-minute intervals on weekdays and 40-minute intervals on weekends.**

**Approximately 2,400 feet east of the amendment site is the Sample Road Tri-Rail station.**

**The amendment site is also serviced by the City of Pompano Beach's Community Bus Service "Blue Route", which runs along Sample Road and generally operates on 45-minute intervals on weekdays.**

2. Quantify the change in mass transit demand resulting from this amendment.

   **There is expected to be de minimus to no change in the mass transit demand resulting from the proposed small scale amendment.**

3. Correspondence from transit provider verifying the information submitted as part of the application on items 1-2 above. Correspondence must contain name, position and contact information of party providing verification.

   **John Ramos**
   **Broward County Transportation Department**
   **Mass Transit Division**

4. Describe how the proposed amendment furthers or supports mass transit use.

   **The amendment site is located approximately 1,200 feet north of a Mass Transit stop for Route 34 operates. The amendment site is also approximately 2,400 feet from the Sample Road Tri-Rail station. Existing mass transit opportunities are within a close distance to the amendment site.**

H. Provision of Open Space
As applicable, describe how the local government and/or applicant are addressing Broward County Land Use Plan Objective 5.04.00 and Policies 5.04.01, 5.04.02, 5.04.03 and 5.04.04 (a. through e.).

**The Small Scale Land Use Change will result in a maximum increase of 24 residential units. Since the property is already used as residential, the impact are existing on recreation and open space.**

**In reference to OBJECTIVE 5.04.00 PROVISION OF OPEN SPACE, the City of Pompano Beach has an extensive system of public and private open space areas.**

**In reference to POLICY 5.04.01, The City of Pompano Beach has a program and Master Plan in place to acquire additional land for open space.**

**In reference to POLICY 5.04.02, the proposed amendment site has adequate open space within close proximity to the site.**

**In reference to POLICY 5.04.03, the proposed amendment will not result in the loss of existing open space.**

**In reference to POLICY 5.04.04, there is no golf course included in the amendment.**

VII. ANALYSIS OF NATURAL AND HISTORIC RESOURCES

Indicate if the site contains, is located adjacent to or has the potential to impact any of the natural and historic resource(s) listed below, and if so, how they will be protected or mitigated. Planning Council staff will request additional information from Broward County regarding the amendment's impact on natural and historic resources.

A. Historic sites or districts on the National Register of Historic Places or locally designated historic sites.

**Review of the Pompano Beach Comprehensive Plan Maps reveals no historic sites or districts on the National Register or locally designated historical site.**

B. Archaeological sites listed on the Florida Master Site File.

**Review of Review of the Pompano Beach Comprehensive Plan Maps reveals no archeological sites in the amendment area.**

C. Wetlands.

**Review of the Pompano Beach Comprehensive Plan Maps identifies no wetlands in the amendment area.**

D. Local Areas of Particular Concern as identified within the Broward County Land Use Plan.

**Review of the Pompano Beach Comprehensive Plan Maps reveal no Local Area's of Particular Concern in the amendment area.**

E. Priority Planning Area map and Broward County Land Use Plan Policy A.03.05 regarding sea level rise.

**Review of the Pompano Beach Comprehensive Plan Maps shows that the area is not included in the priority planning area map for sea level rise.**

F. "Endangered" or "threatened species" or "species of special concern" or "commercially exploited" as per the Florida Fish and Wildlife Conservation Commission (fauna), the U.S. Fish and Wildlife Service (flora and fauna), or the Florida Department of Agriculture and Consumer Services (fauna). If yes, identify the species and show the habitat location on a map.

**No Endangered or threatened species or species of special concern or commercially exploited have been identified in the amendment area. Additional inspections will occur prior to any development.**

G. Plants listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services.

**No plants listed in the Regulated Plant Index have been identified in the amendment area.**

H. Wellfields – indicate whether the amendment is located within a wellfield protection zone of influence as defined by Broward County Code, Chapter 27, Article 13 "Wellfield Protection." If so, specify the affected zone and any provisions which will be made to protect the wellfield.

**Review of the Pompano Beach Comprehensive Plan Maps reveals that the lands are not in a wellfield protection zone (1).**

I. Soils – describe whether the amendment will require the alteration of soil conditions or topography. If so, describe what management practices will be used to protect or mitigate the area's natural features.

**Review of the Pompano Beach Comprehensive Plan Maps identifies nearly level, poorly or moderately drained soils which are typical for the surrounding area.**

J. Beach Access – Indicate if the amendment site fronts the ocean or would impact access to public beaches. If so, describe how public beach access will be addressed.

**The amendment area does not front the ocean. There is no beach access points associated with the lands in this amendment.**

VII. AFFORDABLE HOUSING

Describe how the local government is addressing Broward County Land Use Plan Policy 1.07.07.

**This amendment generates less than 100 residents.**

IX. LAND USE COMPATIBILITY

Describe how the amendment is consistent with existing and planned future land uses in the area (including adjacent municipalities and/or county jurisdictions). Identify specific land development code provisions or other measures that have or will be utilized to ensure land use compatibility.

**This 2.412 acre industrial parcel is bounded by Low Medium Residential to the north and west and Medium residential to the east. Allowing the amendment to Low Medium Residential will be consistent with the current uses (Mobile Home Park) on the amendment site and adjoining properties to the east and west.**

X. HURRICANE EVACUATION ANALYSIS

(Required for those land use plan amendments located in a hurricane evacuation zone as identified by the Broward County Emergency Management Division). Provide a hurricane evacuation analysis based on the proposed amendment,

considering the number of permanent and seasonal residential dwelling units (including special residential facilities) requiring evacuation, availability of hurricane shelter spaces, and evacuation routes and clearance times. The hurricane evacuation analysis shall be based on the best available data/modeling techniques as identified by the Broward County Emergency Management Division.

**The amendment area is not located in a hurricane evacuation zone.**

XI. REDEVELOPMENT ANALYSIS

Indicate if the amendment is located in an identified redevelopment (i.e., Community Redevelopment Agency, Community Development Block Grant) area. If so, describe how the amendment will facilitate redevelopment and promote approved redevelopment plans.

**The amendment area is not located in a Community Redevelopment Area or subject to Community Block Grants.**

XII. INTERGOVERNMENTAL COORDINATION

Indicate whether the proposed amendment site is adjacent to other local governments. If so, please provide additional copies for the notification and/or review by adjacent local governments.

**The amendment site is not adjacent to another local government.**

XIII. CONSISTENCY WITH GOALS, OBJECTIVES AND POLICIES OF THE BROWARD COUNTY LAND USE PLAN

List of goals, objectives and policies of the Broward County Land Use Plan which the proposed amendment furthers.

**The proposed amendment is consistent with the following objectives and policies of the Broward County Land Use Plan:**

**GOAL 1.00.00 PROVIDE RESIDENTIAL AREAS WITH A VARIETY OF HOUSING TYPES AND DENSITIES OFFERING CONVENIENT AND AFFORDABLE HOUSING OPPORTUNITIES TO ALL SEGMENTS OF BROWARD COUNTY'S POPULATION WHILE MAINTAINING A DESIRED QUALITY OF LIFE AND ADEQUATE PUBLIC SERVICES AND FACILITIES.**

**OBJECTIVE 1.01.00 RESIDENTIAL DENSITIES AND PERMITTED USES IN RESIDENTIAL AREAS Accommodate the projected population of Broward County by providing adequate areas on the Future Broward County Land Use Plan Map (Series) intended primarily for residential development, but which also permit those non-residential uses that are compatible with and necessary to support residential neighborhoods.**

**POLICY 1.01.02 Permit those land uses within designated residential areas which are identified in the Residential Permitted Uses subsection of the Plan Implementation Requirements section of the Broward County Land Use Plan.**

**POLICY 1.03.01 Residential densities in the Low to Medium ranges should be located with access to existing minor arterials and collector streets.**

**OBJECTIVE 8.03.00 EFFICIENT USE OF URBAN SERVICES Discourage urban sprawl and encourage a separation of urban and rural land uses by directing new development into areas where necessary regional and community facilities and services exist.**

**POLICY 8.03.01 Broward County shall continue to review and revise, where necessary, its land development code to ensure that new development is directed to areas which have the land use, water resources, fiscal abilities, and service capacity to accommodate development in an environmentally acceptable manner.**

**POLICY 8.03.02 Promote infill development through the provision of potable water and sanitary sewer service to those developed portions of Broward County which are currently inadequately served.**

**GOAL 14.00.00 ELIMINATE AREAS OF BLIGHT AND INCOMPATIBLE LAND USES.**

**OBJECTIVE 14.02.00 ENCOURAGE ELIMINATION OR REDUCTION OF INCOMPATIBLE OR INCONSISTENT LAND USES Develop and implement land use programs to encourage the elimination or reduction of existing incompatible land uses and prevent future incompatible land uses.**

**POLICY 14.02.01 The compatibility of existing and future land uses shall be a primary consideration in the review and approval of amendments to the Broward County and local land use plans. It is recognized that approved redevelopment plans aimed at eliminating or reducing blighted and deteriorating areas may appropriately promote the introduction of land use patterns in variance from existing land use patterns.**

## XIII. CONSISTENCY WITH GOALS, OBJECTIVES AND POLICIES OF THE CITY OF POMPANO BEACH LAND USE PLAN

**The proposed amendment is compatible with and furthers the intent of the following Future Land Use Element policies:**

**Goal 01.00.00 The attainment of a living environment which provides the maximum physical, economic and social well-being for the City and its residents through the thoughtful and planned use and control of the natural and man-made environments that discourages urban sprawl, is energy efficient and reduces greenhouse gas emissions.**

**Policy 01.01.02 Review all proposals for development or redevelopment and base the approval of same on the continued maintenance of all adopted Level of Service Standards.**

**Policy 01.01.05 Review proposals for new development to identify the cumulative impacts of the proposed development on public services and facilities.**

**Objective 01.03.00 Annually review and periodically update adopted land development regulations and established procedures that encourage the elimination or reduction of uses inconsistent with the City's character and Future Land Use Plan.**

**Policy 01.03.01 Eliminate or reduce nonconforming uses which are inconsistent with the land development regulations and the designations of the Future Land Use Plan map.**

**Policy 01.03.05 All Land Use Plan Map amendments and rezonings shall provide for the orderly transition of varying residential land use designations.**

**Policy 01.03.09 Discourage Land Use Plan Map amendments, rezonings or other methods that would place residential units into or adjoining industrial land use designations.**

**Policy 01.03.11 Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezonings.**

**Policy 01.16.01 The City shall emphasize re-development and infill, which concentrates the growth and intensifies the land uses consistent with the availability of existing urban services and infrastructure in order to conserve natural and man-made resources.**

XV. POPULATION PROJECTIONS

A. Population projections for the 20 year planning horizon (indicate year).

| 2005 | 2010 | 2015 | 2020 | 2025 |
|---|---|---|---|---|
| 101,712 | 110,936 | 120,161 | 129,385 | 138,609 |

B. Population projections resulting from proposed land use (if applicable).

**Not Applicable. The land is already used as residential (Mobile Home Park) Existing population is included in population projections.**

C. Using population projections for the 20 year planning horizon, demonstrate the effect of the proposed amendment on the land needed to accommodate the projected population.

**Not Applicable. The land is already used as residential (Mobile Home Park) Existing population is included in population projections.**

XVI. ADDITIONAL SUPPORT DOCUMENTS

A. Other support documents or summary of support documents on which the proposed amendment is based.

**No additional documentation is being proposed at this time.**

B. Any proposed voluntary mitigation or draft agreements.

**There are no additional proposed voluntary mitigation or draft agreements associated with this amendment.**

XVII. PUBLIC EDUCATION ANALYSIS

Please be advised that the Planning Council staff will request from The School Board of Broward County, as per Policy 8.07.01 of the BCLUP, an analysis of the impacts of the amendment on public education facilities as indicated below. Please note that as per The School Board of Broward County, Florida, Policy 1161, amended and adopted January 15, 2008, the applicant will be subject to a fee for the review of the application. The applicant is encouraged to contact the School Board staff to discuss this review as soon as possible.

1. Identify the existing public elementary and secondary education facilities serving the area in which the amendment is located.

**The public education facilities serving the area in which the amendment is located are:**

- **Drew Elementary**
- **Crystal Middle**
- **Blanche Ely High**

2. Identify the existing school enrollment and permanent design capacity of the public elementary and secondary education facilities serving the area.

| | Enrollment | Capacity |
|---|---|---|
| • **Drew Elementary** | **644** | **631** |
| • **Crystal Middle** | **1,351** | **1,343** |
| • **Blanche Ely High** | **2,084** | **3,473** |

3. Identify the additional student demand resulting from this amendment – calculations must be based on applicable student generation rates specified in the Broward County Land Development Code.

| | Additional Student Demand * |
|---|---|
| • **Drew Elementary** | **24 units x 0.084 = 2.016** |
| • **Crystal Middle** | **24 units x 0.083 = 1.992** |
| • **Blanche Ely High** | **24 units x 0 = 0** |

*** Note – Site already exists as Mobile Home Park. Students are already in the schools.**

4. Identify the planned and/or funded improvements to serve the area in which the amendment is located as included within the School Board's five year capital plan – provide student demand projections and information regarding planned permanent design capacities and other relevant information.

| | Planned/Funded Improvements |
|---|---|
| • **Drew Elementary** | **None** |
| • **Crystal Middle** | **$2,848,942*** |
| • **Blanche Ely High** | **$3,664,350*** |

*** Note – Funds are carry-over funds.**

5. Identify other public elementary and secondary school sites or alternatives (such as site improvements, nominal fee lease options, shared use of public space for school purposes etc.), not identified in Item #4 above, to serve the area in which the amendment is located.

**None identified at this time.**

XVIII. PLAN AMENDMENT COPIES

A 1 hard copy and 11 digital copies, as required by DEO, of the corresponding local land use plan amendment application, if transmitting concurrent to DEO, including transmittal letter from municipality to DEO. For small scale land use plan amendments, 1 hard copy and 5 digital copies must be submitted.

**This information will be provided as requested.**

# LIST OF EXHIBITS

1) Letter of September 24, 2013

2) Existing land use map (color)

3) Survey dated October 24, 2013 (under seal)

4) Opinion of title

5) Executive Director Barbara Blake Boy letter w/attachments (58 pages)

6) Letter from Waste Management

7) Public School Impact Application

8) Letter from Broward County Transportation Department

9) Letter from Broward County Water Management Division

10) Letter from Broward County Water and Wastewater Engineering Division

11) Ordinance 2014-42 – rezoning from I-1Industrial to MH-12 Mobile Home Park

12) Two checks a) City of Pompano Beach for $7,000 for land use amendment fee and b) check to Broward County for $12,146 for Small-Scale Land Use Amendment

# Exhibit 1

Letter of September 24, 2013

LAW OFFICES
JOHNSTON & METEVIA, P.A.
BANK OF AMERICA BUILDING, SUITE 301
2335 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33062-5244

TEL. 954-942-6633
FAX 954-942-3958

THOMAS W. JOHNSTON, Esq.
tjwm1@aol.com

WHITNEY ANNE METEVIA, Esq.
wmetevia@earthlink.net

September 24, 2013

Robin M. Bird
Development Services Director
City of Pompano Beach
100 W. Atlantic Blvd., 3rd Floor
Pompano Beach, FL 33060

Re: Our client, 1600 Corp. - trailer park, 1400-1600 NW 33rd Street

Dear Mr. Bird:

Attached to this letter of introduction, please find the following: two color maps with attached indexes, the first showing the zoning map issue that my clients need to have corrected, and the Future Land Use map issue which also needs to be corrected.

My clients purchased this property in the early 1980s and have operated it exclusively and continuously without interruption until they sold it approximately seven years ago. The people who bought it were going to turn it into an industrial use and did not maintain the park to the high standards my clients have kept it in over the previous years. In the end, my clients had to foreclose on their mortgage and take back the property and at the same time the purchasers went bankrupt. This was an absolute nightmare.

By the time my clients got possession of the property earlier this year and legal title returned and vested in them, the condition of the park, the lack of maintenance and upkeep was poor, and my clients incurred substantial expense in legal and administrative fees and were left with "digging out from under" concerning Code Compliance violations which are still open. Presently they are still trying to resolve the code issues through our office and their fine engineer Carl Forbes, PE.

That aside, you and I have had three meetings over the last several months to discuss the options and alternatives, so we could prepare a "critical path" for a resolution of the zoning and land use issues which came as a complete surprise and news to my clients, at an earlier conference you had with them, before retaining me.

When you and I originally met, we talked about resolving both the zoning and land use issues, and then moving forward concerning my clients' being able to remove and replace old and deteriorated trailers and units, and replacing them with modern ones of a higher standard. As you know, my clients have "vested rights" as the trailer parks' (one at 1400 and the other at 1600) have had continuous ownership and have continuously operated prior to annexation into the City of Pompano Beach. As I stated, my clients have "vested rights" and you and I are both aware of the legal implications of that term. This site has been used for more than 50 years as a trailer park.

I started my journey by obtaining all of the information that I could from the records and archives of the City, so I could prepare a legal and historical perspective from the stand-point of the City of Pompano Beach. Thereafter, I contacted the Director of Planning Deanne Von Stetina, of the Broward County Planning Council, and Broward County Planning Section Manager Martin Berger and Senior Planner Evangeline Kalus. Further, I contacted Zoning Official and Building Services Section Manager Jeff Day.

I traveled to each one of these individual's offices, and met with them and discussed these matters in an attempt to obtain an accurate recount of the history of these properties as far as their planning and zoning.

I attach in this booklet as Part II, the City's current zoning maps referred to above and thereafter, individual sections on the history on both zoning and land use.

In Zoning Part III, please find recitation from Daniel Keester as to his research of the City's records and his conclusions and observations, together with responses to four letters of request directed to the individual folio numbers for the properties at 1400 NW 33rd Street and 1600 NW 33rd Street, my clients' properties. Lastly, attached is a letter dated July 3, 2013, from Broward County Zoning Official Jeff Day with certain pertinent documents relating to this property during the time period of my request to Mr. Day (prior to annexation).

The zoning issue turns on the fact that without a request by our client, and with no other recorded evidence, part of the park at 1400 NW 33rd Street somehow became "zoned I-1" per the City's colored map. According to the County, the zoning in that area has historically been T-1, *Trailer Park District*. At the time the property came into the City, it became MH-10, and was later changed to MH-12. Please correct me if I am wrong, but I see no text change for the I-1 industrial treatment of this particular portion of the park at 1400 NW 33rd Street. Perhaps it was an error, or an anomaly, or it did not occur in the City's zoning staff's department, or it was an accident, mistake or fictitious creation of the map maker?

It is not my purpose to point fingers at anyone, only to illustrate that lawfully, in my opinion, that portion of 1400 NW 33rd Street parcel, should be zoned and shown on the color map as MH-12, which the majority of the parent tract currently is, and has been historically zoned, before annexation into the City, as a trailer park or residential. The County and the City's aerial photographs for these periods of time will bear out this historical trailer park use and I am sure this is not an issue of fact we will have to debate. My clients' residential trailer park zoning must be restored to this parcel. This restoration and zoning correction will reflect and bear out the actual historical facts.

My clients stand ready to have me file an application on their behalf to correct this error or omission, and reestablish the zoning in that rectangular quadrant back to the current MH-12 which the balance of the trailer park enjoys.

Now, if that were not enough, my clients found out at the same time they found out about the zoning issue, the underlying land use as depicted by the City's Future Land Use map is also in error according to their history and knowledge of the property they have owned.

In this regard, I have met with Ms. Von Stetina and Ms. Kalus and Mr. Berger, and have attached hereto in Part IV Land Use, recitations from them in response to my inquires on behalf of the County's Planning Dept., and the Planning Council.

When I met with Ms. Von Stetina, she shared with me (the letter is July 8, 2013, signed by Executive Director Barbara Blake Boy) that the County at no time has initiated any legislative action to establish industrial land use over the section shown on the map where it is printed "NW 14th Avenue." As you know, this is unplatted property and a copy of the unofficial, unrecorded plat has been recorded as some have historically been in Broward County over the years and therefore, there is printed on the County's Future Land Use map, (also the City's map) the indication there is NW 14th Avenue there. There has never been a 14th Avenue on this site at any time in the history of Broward County. This is just a printed notation that someone put there and it got reprinted. There is no NW 14th Avenue, it has never been built nor has it ever been used and it certainly has never been dedicated or deeded for public use.

At sometime in the past, I would suggest, there occurred an error, mistake or anomaly, causing this small strip to be filled in with purple color on the map. The purple color would indicate a land use of industrial and apparently without any legislative action of either Broward County or City of Pompano Beach Commission. There apparently was a notation of this strip on an "inclusion map" which I maintain was an error, and submitted to the County sometime in 1989. This error, which

shows this area as industrial, got picked up by the County and thereafter the map color changed to industrial. The previous designation had been trailer park or residential.

I read notations in Broward County's master file, which was shared with me during my conference with Ms. Von Stetina, where she showed me there had been communications between the County and the City of Pompano Beach questioning this "notation," and the City "was going to investigate and get back to the County." Her filed also shows the County never received a response from anybody in the City's Planning and Zoning Department, and thereafter by "default," the map color was changed as one feature of a multi-part land use amendment sometime in 1992. This is how an error can be picked up and thereafter perpetuated. My clients made no application to change this small strip and land use to industrial, nor does it make any logical or Planning sense. No one would bifurcate the entire trailer park almost in two, in the middle, with such a "wild hair" industrial land use designation. From a professional standpoint, it does no make good sense.

The County is willing to entertain and support a minor land use amendment to resolve this issue and here again, our clients are willing to employ me to make an application and prosecute it through the City of Pompano Beach, Broward County Planning Council and the Broward County Commission to correct this error.

The above recitation is what I have discovered to the best of my knowledge and I attach here in booklet form the most germane supporting documents. I did not attach all of the materials we were able to discover and produce because some are not relevant and some are duplicative in a sense that would not be helpful.

From my meetings with you, you have indicated your support of the correction of these zoning and land use issues facing my clients, and are encouraging my clients to resolve these issues, so we can move ahead with the further redevelopment of this trailer park now that the ownership is back in my clients' hands.

We must keep in mind that these changes to the zoning map and land use map occurred over the years without my clients' "actual knowledge" or "permission." My clients have never requested these changes to their property, and the changes were contrary to their land ownership "vested rights" and wishes. Neither the City nor County communicated any lawful notice directly to my clients who were always in possession of the property and always available to receive actual notice as landowners.

On behalf of my clients, I want to thank you and your staff who have worked with me over the last few months and I appreciate ever so much your professionalism and

your support in our efforts to bring these applications forward, for this rezoning back to the correct category, and correction of this land use issue.

Once the petitions for rezoning and minor land use change have been filed, then you and I can meet to construct a practical protocol to allow and permit the orderly replacement of the oldest and most needy trailers with new units. My clients are supportive of and are taking corrective action concerning the Code Compliance complaints and are addressing them monthly with corrective action and are in communication with the City's representative from the Building Department. I suggest that you and I meet again sometime soon and negotiate the reasonable terms of interim use for a temporary permit to be issued to run concurrently while my clients' rezoning and land use petitions are being processed.

As usual, if you have questions, please do not hesitate to contact me. The booklet was prepared so you and I have an omnibus overview of what we are trying to accomplish here in regard to our three meetings and your discussions of what you would like to see occur in this regard.

Very truly yours,

Johnston & Metevia, P.A.

Thomas W. Johnston

TWJ/mjj

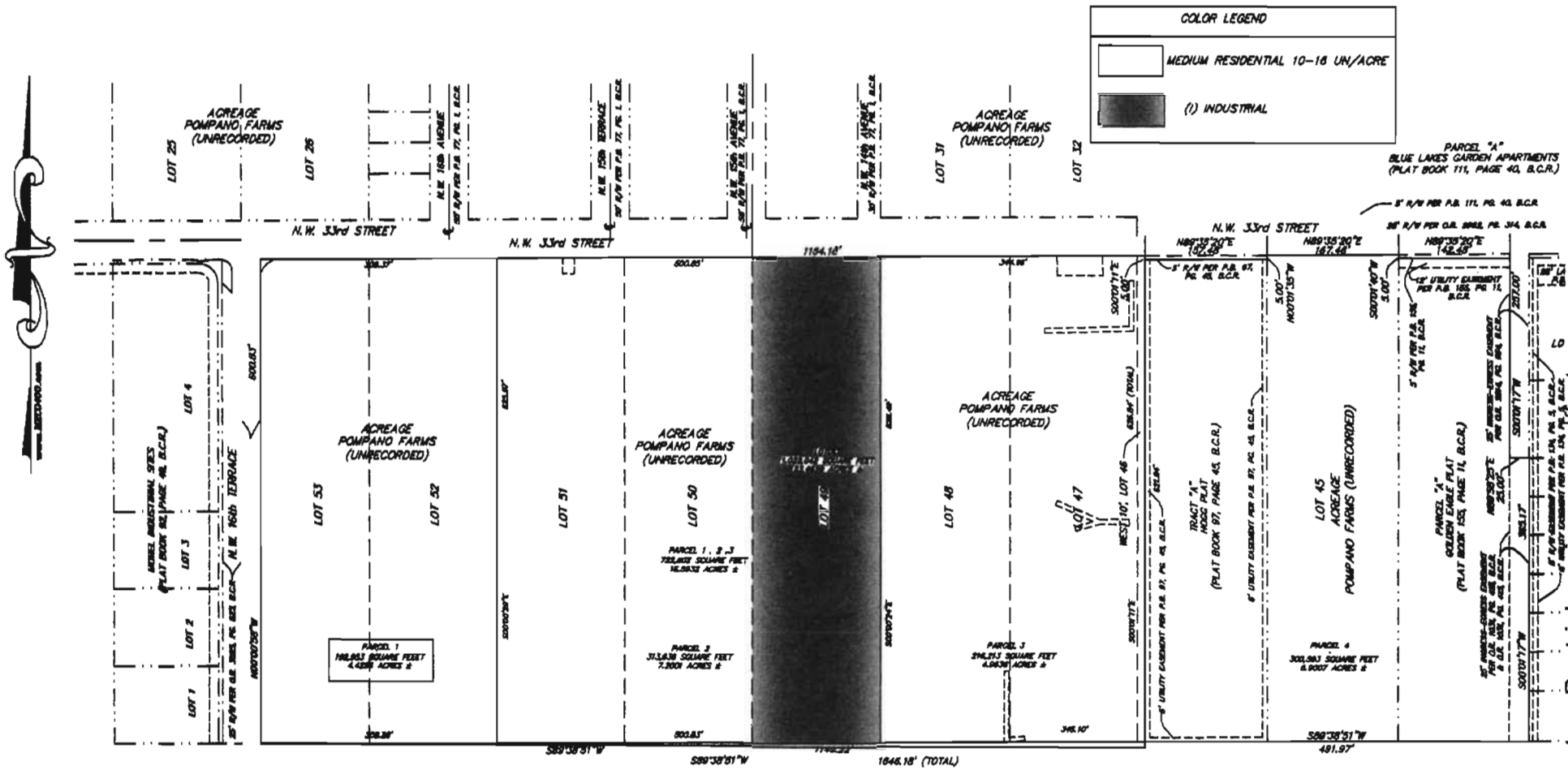
File No. 13-07

cc: John Armonda
George Karas
Peter Armonda
Carl Forbes, PE
Don Allison, Esq.

# Exhibit 2

Existing land use map (color)

# EXISTING LANDUSE MAP




## Legal Description

PARCEL 1

The West one-half (W½) of the West one-half (W½) of the Northeast one-quarter (NW¼) of the Southeast one-quarter (SW¼) of the Northeast (NE¼) of Section 33, less the North 25 feet thereof, and the Northeast one-quarter (NE¼) of the Southeast one-quarter (SE¼) of the Northeast one-quarter (NW¼) of said Section 33, less the North 25 feet thereof, and less the East 25 feet thereof, and less the South 1.05 feet of the North 100 feet of the West one-half (W½) of the West one-half (W½) of the Northeast one-quarter (NE¼) of the Southeast one-quarter (SE¼) of the Northeast one-quarter (NW¼) of said Section 33, Township 48 South, Range 42 East, together with:

## Legal Description

PARCEL 2

The West one-half (W½) of the East one-half (E½) of the Northeast one-quarter (NW¼) of the Southeast one-quarter (SW¼) of the Northeast one-quarter (NE¼); and the East one-half (E½) of the West one-half (W½) of the Northeast one-quarter (NW¼) of the Southeast one-quarter (SW¼) of the Northeast one-quarter (NE¼); the West 10 feet of the East one-half (E½) of the East one-half (E½) of the Northeast one-quarter (NW¼) of the Southeast one-quarter (SW¼) of the Northeast one-quarter (NE¼); less the North 25 feet thereof; all of Section 33, Township 48 South, Range 42 East; said lands also is described as the West 10 feet of Tract 46, and all of Tracts 47 and 48 of the unrecorded Plat of Pompano Farms; together with:

## Legal Description

PARCEL 3

The North 100 feet of the West one-half (W½) of the West one-half (W½) of the Northeast one-quarter (NE¼) of the Southeast one-quarter (SE¼) of the Northeast one-quarter (NW¼) of Section 33, Township 48 South, Range 42 East; less the North 25 feet thereof, and less the West 25 feet thereof.

Said land situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 723,670 square feet or 16.6023 acres more or less.

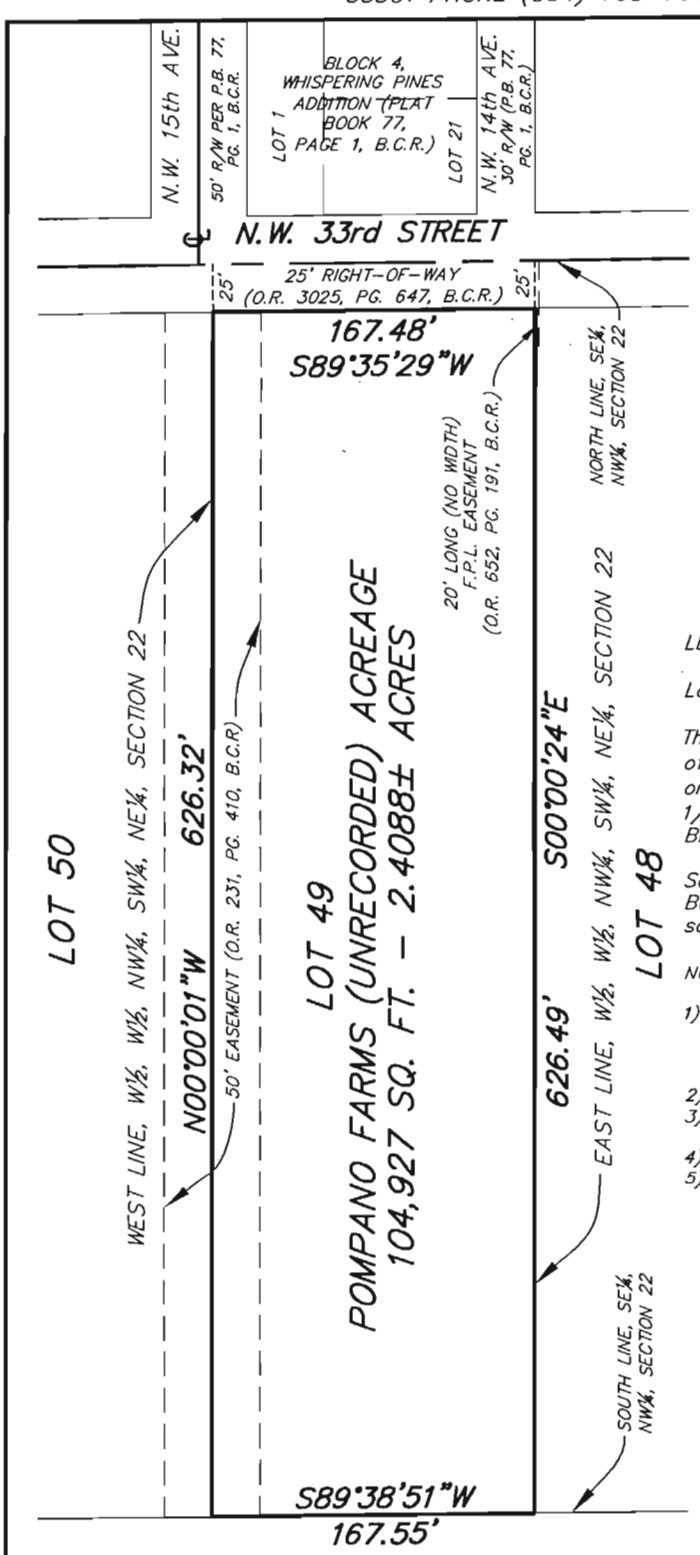
PDF created with pdfFactory Pro trial version www.pdffactory.com

# Exhibit 3

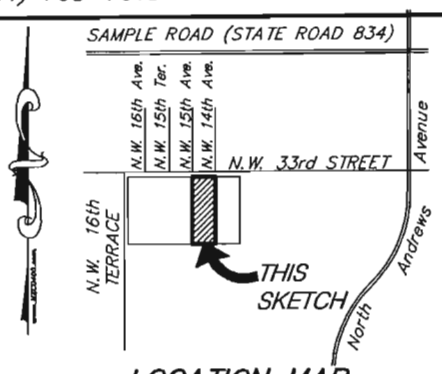
Survey dated October 24, 2013
(under seal)

# McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA
33301 PHONE (954) 763-7611 * FAX (954) 763-7615


PARCEL "A", I.U.O.E. PLAT
(PLAT BOOK 106, PAGE 9, B.C.R.)




LOCATION MAP
NOT TO SCALE

## SKETCH AND DESCRIPTION
## LOT 49, POMPANO FARMS (UNRECORDED) IN SECTION 22-48S.-42E.

LEGAL DESCRIPTION:

Lot 49, Pompano Farms (unrecorded) described as follows:

The West one-half (W 1/2) of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of Section 22, Township 48 South, Range 42 East, Broward County, Florida, LESS the North 25.00 feet thereof.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 104,927 square feet or 2.4088 acres more or less.

NOTES:

1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not obstructed for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
2) Legal description prepared by McLaughlin Engineering Co.
3) This drawing is not valid unless sealed with an embossed surveyors seal.
4) THIS IS NOT A BOUNDARY SURVEY.
5) Bearings shown assume the North line of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of Section 22, as South 89°35'29" West.

## CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 24th day of October, 2013.

McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FIELD BOOK NO. _____ DRAWN BY: JMMjr

JOB ORDER NO. U-8647 CHECKED BY: _____

REF. DWG.: 07-3-009 C:\JMMjr/2013/U8647 (LOT 49)

# Exhibit 4

Opinion of title

THE LAW FIRM OF

**GILLESPIE & ALLISON, P.A.**

SUITE 100
33 SOUTHEAST 5th STREET
BOCA RATON, FLORIDA 33432

gillespie.allison@prodigy.net

R. BOWEN GILLESPIE, III
DONALD M. ALLISON*

TELEPHONE (561) 368-5758
TELECOPIER (561) 395-0917

don@gillespieallison.com

*Also Admitted in Arizona & California

December 11, 2013

# OPINION OF TITLE

{Broward County Land Development Code, Sec. 5-189 (c) (3)}
{Section 177.041 (2) Florida Statutes}

To: Broward County Board of County Commissioners

With the understanding that this Opinion of Title is furnished to Broward County Board of County Commissioners, as an inducement for acceptance of a minor land use amendment in respect of the real property hereinafter described, it is hereby certified that I have examined the Public Records of Broward County, Florida, as of December 3, 2013, at the hour of 6:00 a.m. for the following described property, to-wit:

Lot 49, Pompano Farms (unrecorded) described, as follows:

**The West one-half (W ½) of the West one-half (W ½) of the Northwest one-quarter (NW ¼) of the Southwest one-quarter (SW ¼) of the Northeast one-quarter (NE ¼) of Section 22, Township 48 South, Range 42 East, Broward County, Florida, LESS the North 25.00 feet thereof.**

***Said property situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 104,927 square feet or 2.4088 acres more or less***

I am of the opinion that, on the last mentioned date, the fee simple title to the above-described real property was vested in:

**1600 Corporation, a Florida corporation**

Subject to the following:

**Mortgages of Record:**

NONE

**Easements and rights of way within the boundaries of the subject property:**[1]

NONE

**Easements and rights-of-way which abut the subject property and are necessary for legal access to the property:**

N.W. 33rd Street (see 25' right-of-way for N.W. 33rd Street as recorded on ORB 3025, Page 647, Broward County, Florida).

I HEREBY CERTIFY that the foregoing opinion letter reflects a comprehensive search and title examination of the Public Records of Broward County, Florida affecting the above-described property. I further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

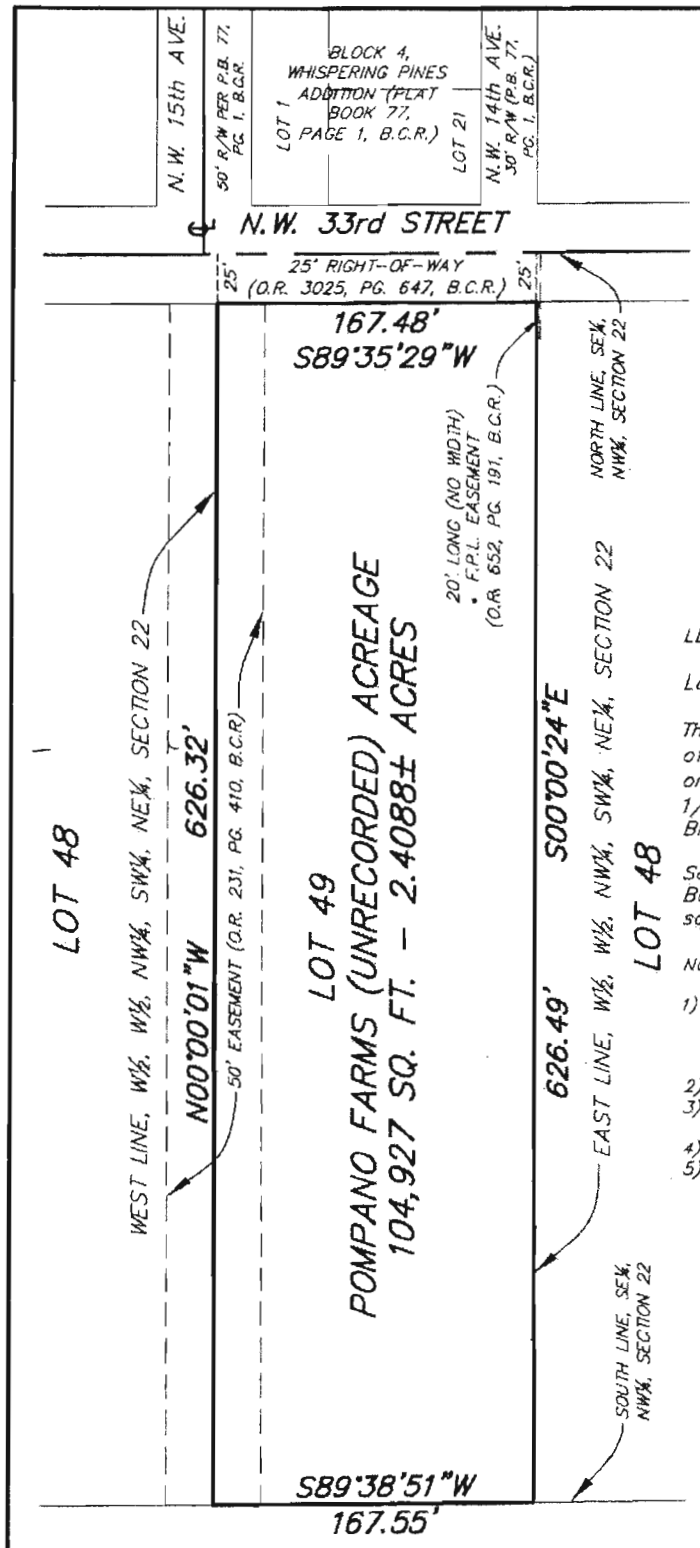
Respectfully submitted this 11 day of December, 2013

Gillespie & Allison, P.A.

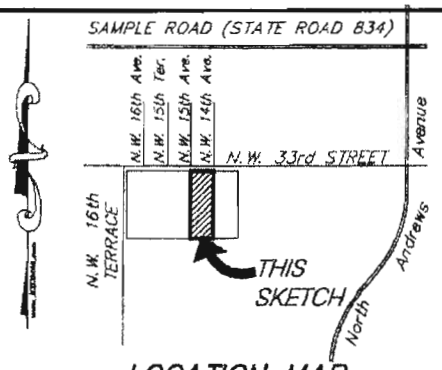
By: _____
Donald M. Allison, Esquire
FBN 263958

[1] Note that a purported 50' easement (allegedly extending 25' into the property) has been referenced on the survey of the property, dated October 24, 2013, by McLaughlin Engineering Company (attached as Exhibit "1" hereto). The reference for the purported easement recites ORB 231, Page 410, Public Records of Broward County (see copy attached hereto as Exhibit "2"). The cited Exhibit is an unsigned and undated "sales map" prepared in anticipation of a development to be known as Pompano Farms. The recorded document, thus, is a graphic depiction of a condition that did not exist. In fact, the "easement" was never granted, dedicated, configured or used, nor would such an easement be necessary for access to the subject property. Accordingly, in my opinion, there is no cognizable theory or legal basis upon which it could be concluded that the recorded depiction constitutes a formally created, implied or prescriptive easement or a statutory or common law "way of necessity" (see F.S. § 704.01, *et. seq.*) Moreover, if any such type of easement could be inferred on the basis of the depiction, it would not be considered an encumbrance that in any manner impairs or interferes with the proceedings for which this opinion is rendered.

McLAUGHLIN ENGINEERING COMPANY
LB#285
ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA
33301 PHONE (954) 763-7611 * FAX (954) 763-7615




PARCEL "A", I.U.O.E. PLAT
(PLAT BOOK 106, PAGE 9, B.C.R.)




LOCATION MAP
NOT TO SCALE

# SKETCH AND DESCRIPTION
## LOT 49, POMPANO FARMS (UNRECORDED) IN SECTION 22-48S.-42E.

LEGAL DESCRIPTION:

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The West one-half (W 1/2) of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of Section 22, Township 48 South, Range 42 East, Broward County, Florida, LESS the North 25.00 feet thereof.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 104,927 square feet or 2.4088 acres more or less.

NOTES:

1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
2) Legal description prepared by McLaughlin Engineering Co.
3) This drawing is not valid unless sealed with an embossed surveyors seal.
4) THIS IS NOT A BOUNDARY SURVEY.
5) Bearings shown assume the North line of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of Section 22, as South 89°35'29" West.

## CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 24th day of October, 2013.

McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FIELD BOOK NO. _____ DRAWN BY: JMMjr

JOB ORDER NO. U-8647 CHECKED BY: _____

REF. DWG.: 07-3-009 C:\JMMjr/2013/U8647 (LOT 49)

Exhibit "1"

POWER LINE ROAD

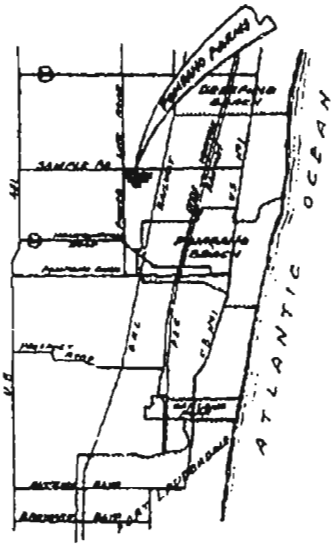
SALES MAP OF

EXHIBIT "A"

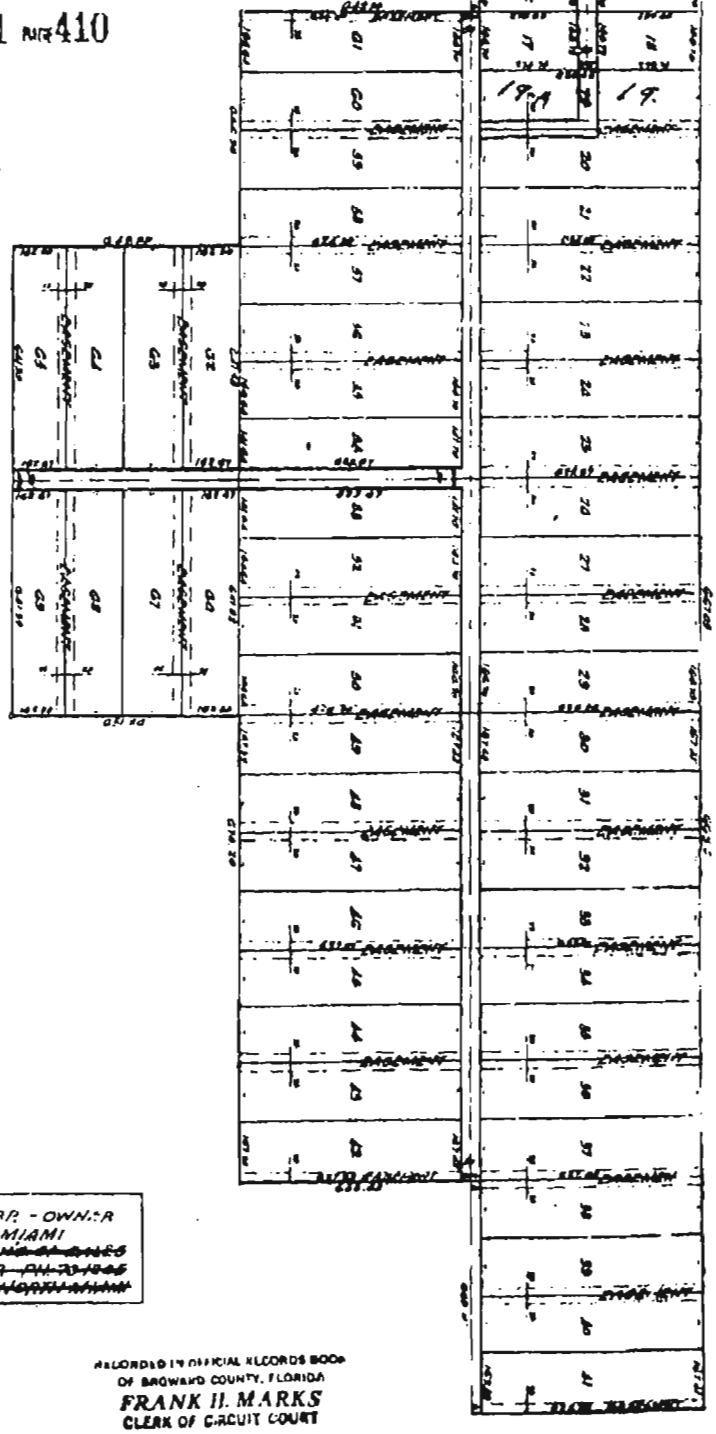
# POMPANO FARMS

LYING IN SEC. 22 - T48S - R42E
BROWARD COUNTY FLORIDA

OFF. REC. 231 PAGE 410




LOCATION MAP




CORAL INVESTMENT CORP. - OWNER
130 BISCAYNE BLVD - MIAMI
~~ROY H. JONES VICE PRES. INV. AND ALL ONES~~
REG. REAL ESTATE BROKER
~~OFFICE 1500 NE 6TH AVE. NORTH MIAMI~~

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
FRANK H. MARKS
CLERK OF CIRCUIT COURT

EXHIBIT "2"

# Exhibit 5

Executive Director Barbara Blake Boy
letter w/attachments (58 pages total)

# BROWARD COUNTY PLANNING COUNCIL

115 South Andrews Avenue, Room 307 ▪ Fort Lauderdale, Florida 33301 ▪ Phone: 954.357.6695


July 8, 2013

Thomas W. Johnston
Johnston & Metevia, PA
2335 East Atlantic Boulevard, Suite 301
Pompano Beach, Florida 33062

Dear Mr. Johnston:

Re: Request for Land Use Plan Confirmation for unplatted lands at 1400-1600 Northwest 33 Street, Pompano Beach, Broward County, Florida. This parcel is generally located on the southeast corner of Northwest 33 Street and Northwest 16 Terrace, in the City of Pompano Beach.

This letter is in response to your correspondence dated June 26, 2013, regarding the historical and future land use plan designations of the above referenced parcel.

Please be advised that the above referenced parcel is currently designated "Medium (16) Residential" (i.e. from the eastern property line to Northwest 14 Avenue), "Industrial" (i.e. from Northwest 14 Avenue to Northwest 15 Avenue) and "Low-Medium (10) Residential" (i.e. from Northwest 15 Avenue to Northwest 16 Terrace) on the Broward County Land Use Plan (BCLUP). See Attachment 1.

Historically, Planning Council staff notes that the entire parcel was designated "Low-Medium (10) Residential" on the 1977 BCLUP map. See Attachment 2. There were no BCLUP map amendments to the subject parcel from 1977 through 1989. The City of Pompano Beach provided the Planning Council with an "inclusion" map to be utilized in determining the land use designations of the 1989 BCLUP map. See Attachment 3. This "inclusion" map, and therefore the 1989 BCLUP map, designated the parcel as "Industrial" from the eastern property line to Northwest 15 Avenue and "Low-Medium (10) Residential" from Northwest 15 Avenue to Northwest 16 Terrace. See Attachment 4. On October 1, 1992, a land use plan amendment (PC 92-6) was approved by the Board of County Commissioners to change the land use designation of a portion of the parcel (i.e. from the eastern property line to Northwest 14 Avenue) from "Industrial" to "Medium (16) Residential." See Attachment 5. There were no other land use plan amendments on the subject parcel from 1992 until present time.

It is recommended that you contact the City of Pompano Beach regarding the interpretation of its certified Plan.

If you have any additional questions in this regard, please contact Deanne Von Stetina, AICP, Director of Planning, at your convenience.

Respectfully,

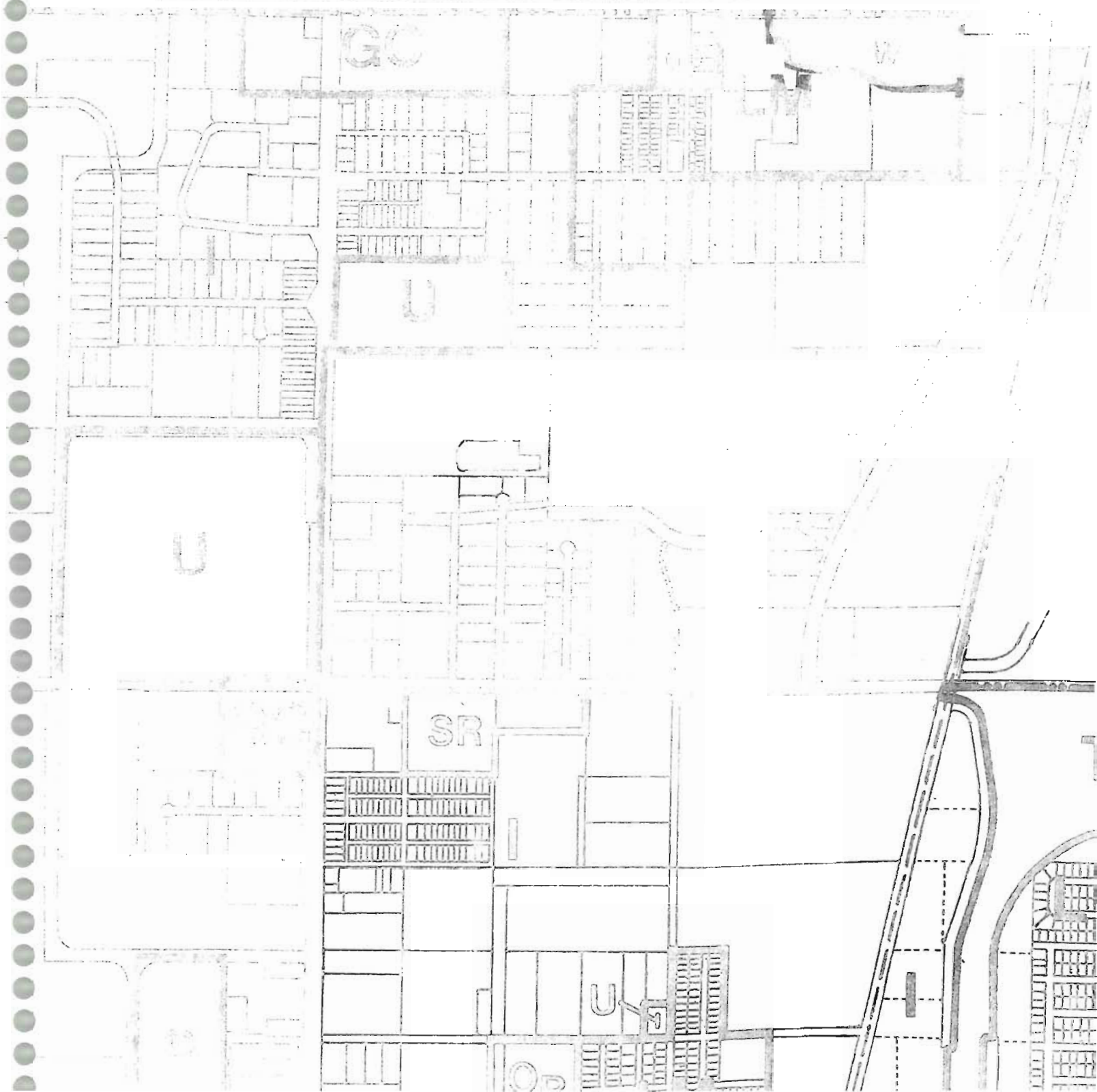
Barbara Blake Boy
Executive Director

BBB:DDV
Attachments

cc/att: Robin Bird, Director, Development Services Department
City of Pompano Beach

**ATTACHMENT 3**

Pompano Beach Inclusion Map



# ATTACHMENT 4

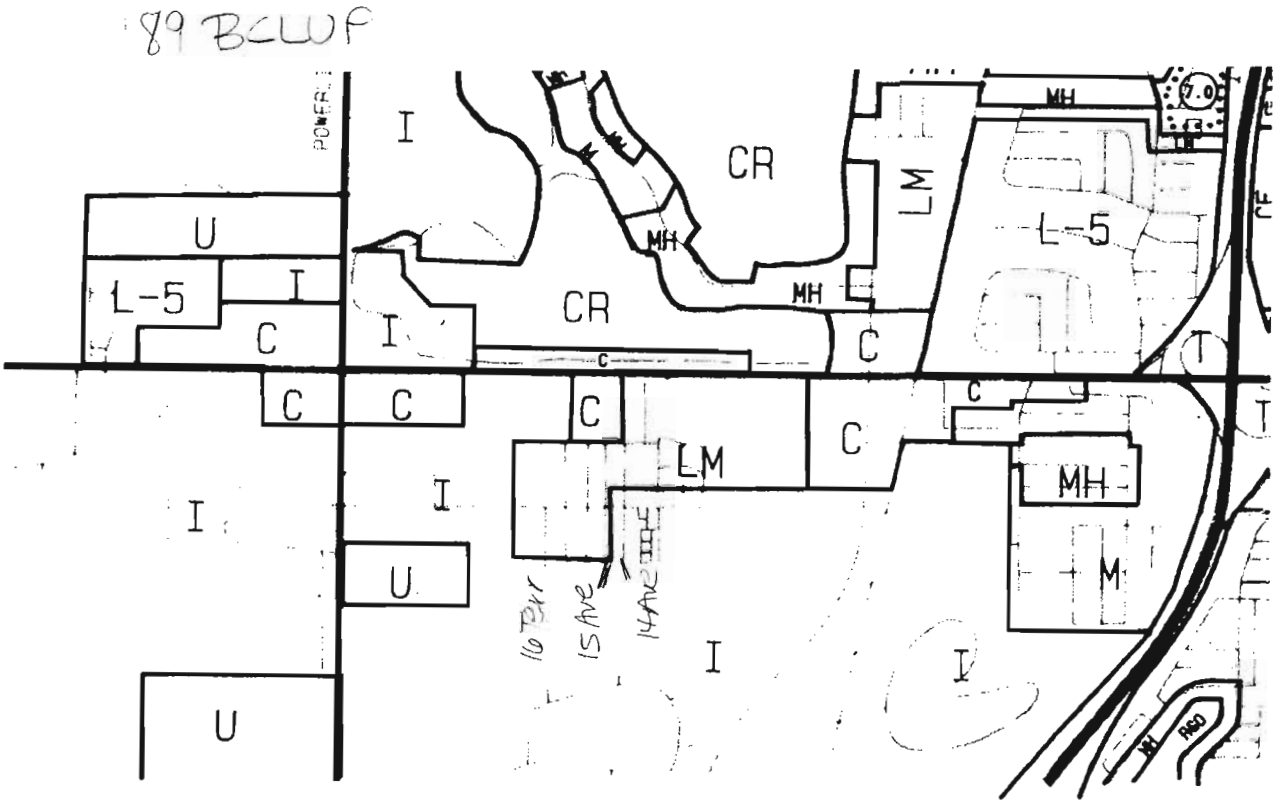
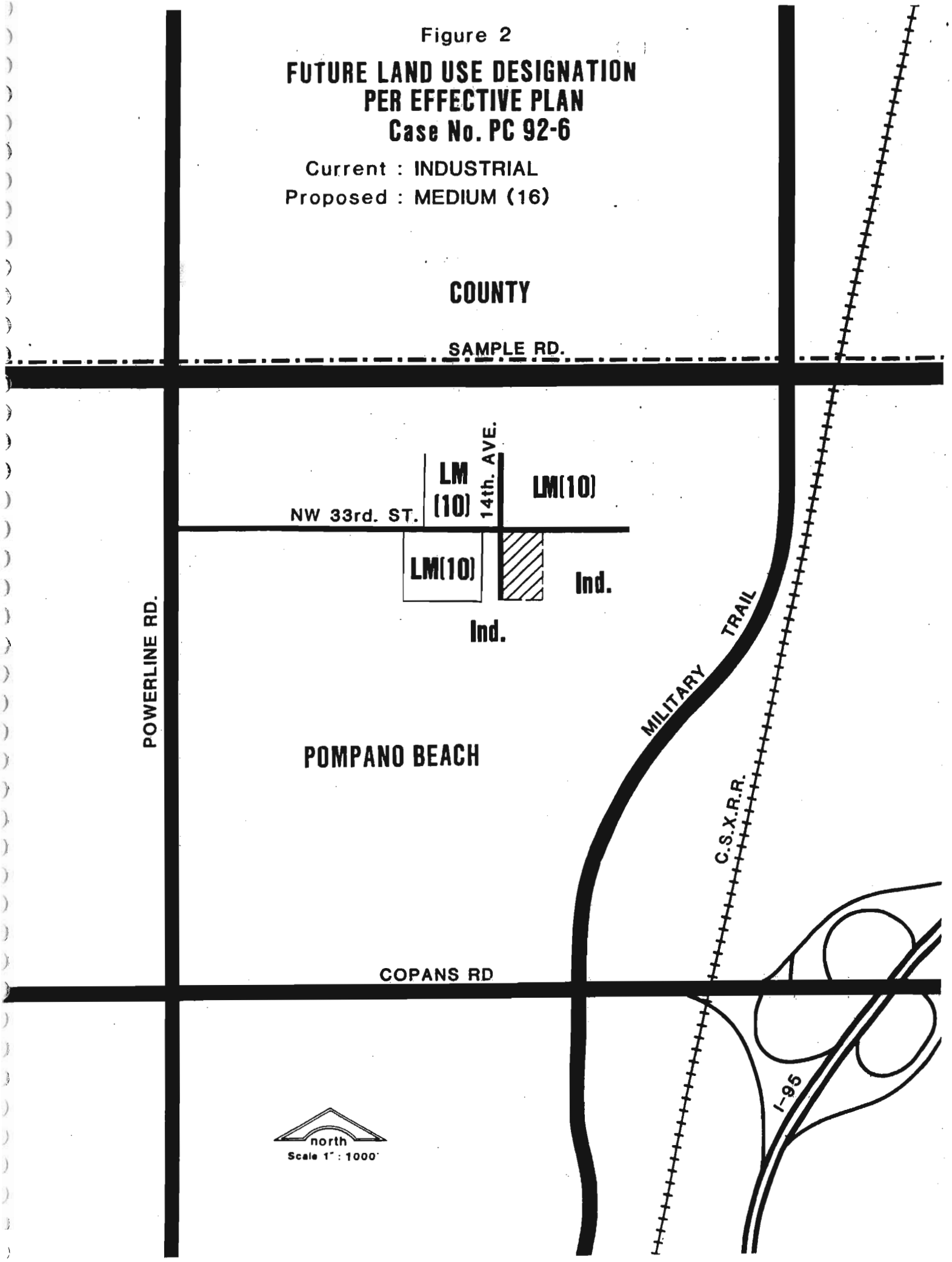


Figure 2

# FUTURE LAND USE DESIGNATION PER EFFECTIVE PLAN Case No. PC 92-6

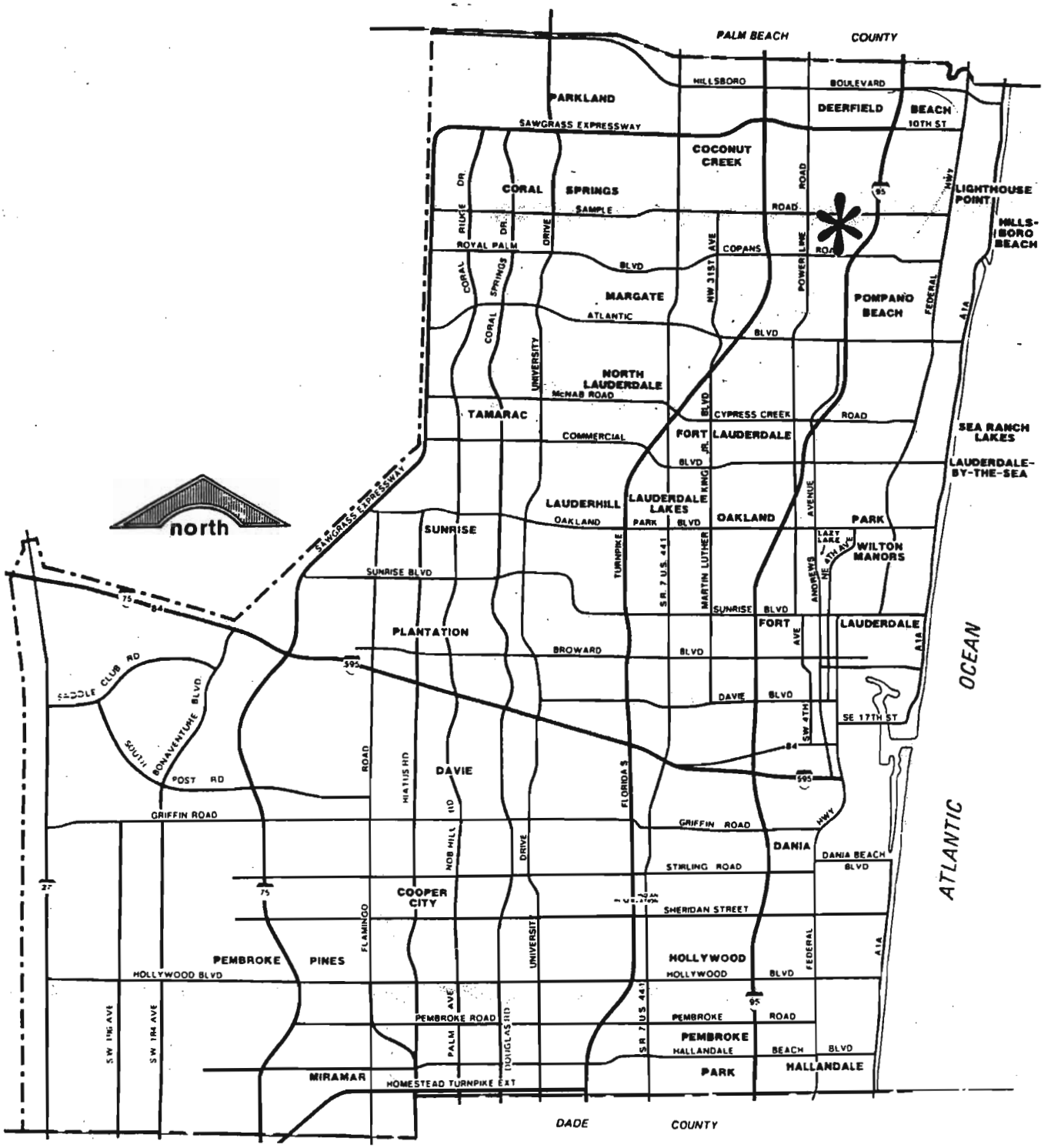
Current : INDUSTRIAL

Proposed : MEDIUM (16)



# GENERALIZED LOCATION MAP ATTACHMENT 5

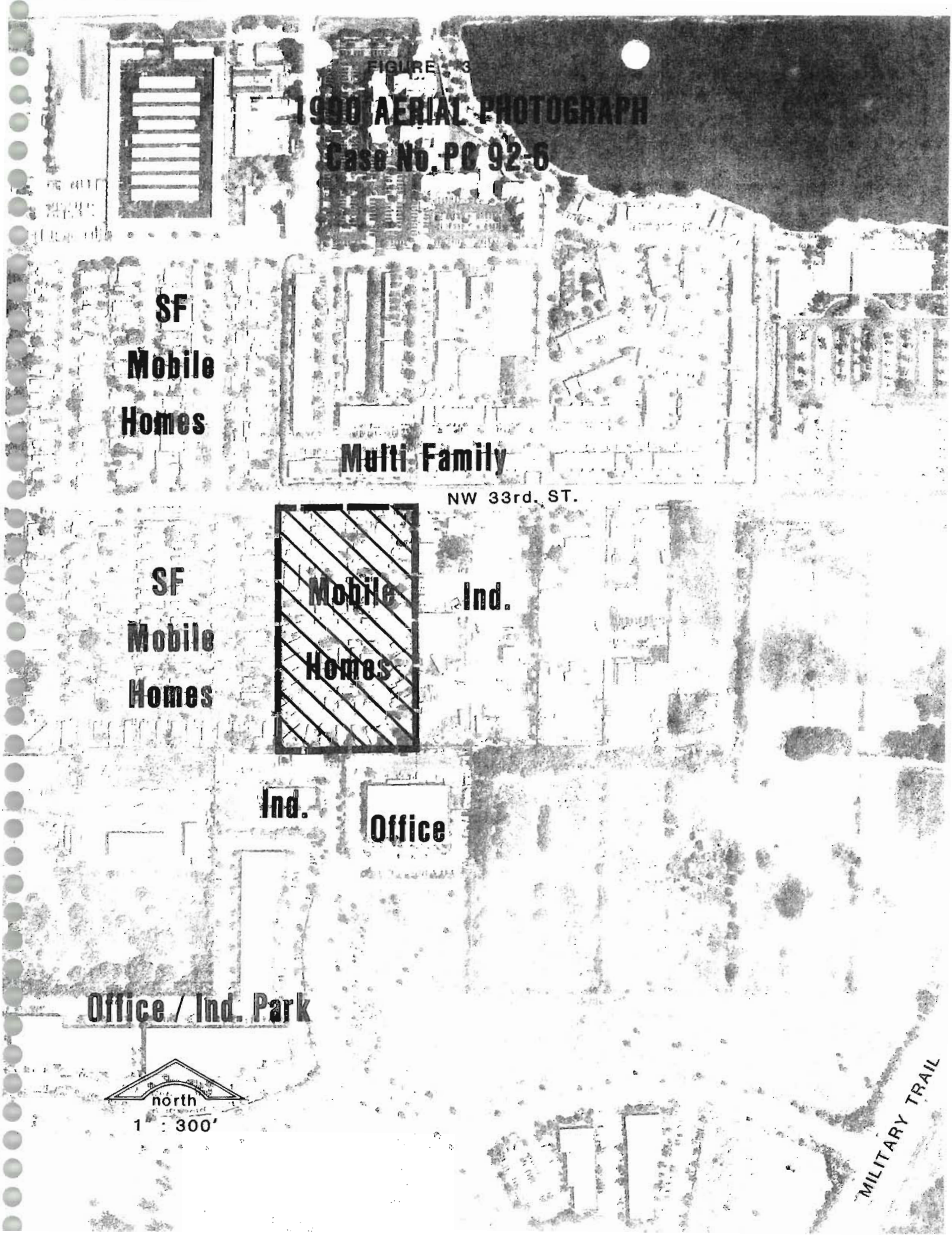
## Case#PC 92-6




Subject Area Location

FIGURE 3

# 1990 AERIAL PHOTOGRAPH
## Case No. PD 92-6



**BROWARD COUNTY LAND USE PLAN**
**PROPOSED AMENDMENT PC 92-6**

**INTRODUCTORY INFORMATION**

I. Submitted By: City of Pompano Beach

II. Site Characteristics
A. Size: 4.96 acres ±

B. Location: in Section 22, Township 48, Range 42; bound on the north by N.W. 33 Street; located south of Sample Road, west of I-95 and east of Powerline Road

C. Existing Use: residential mobile home park (May Mobile Home Park)

III. Broward County Land Use Plan Designation
A. Current Designation: Industrial

B. Proposed Designation: Medium (16) Residential

IV. Current Zoning
A. On Site: I-1 (General Industrial)

B. Adjacent: North: RM-12 (Multiple Family Residential)
East: I-1 (General Industrial)
South: I-1 (General Industrial)
West: MH-12 (Mobile Home Park)

V. Initial Applicant and Stated Reasons for Amendment
A. 1400 Corporation of Broward, Inc.; d/b/a May Mobile Home Park

B. "To correct non-conforming land use to the existing mobile home park use which has been in existence for a minimum of 30 years....with no new increase in density or development other than possiblereplacement of old existing units (67 spaces) with newer units."

VI. Recommendation of Local Governing Body
The City of Pompano Beach recommends approval.

## PLANNING CONSIDERATIONS

I. Compatibility with Existing and Planned (BCLUP) Land Uses

The proposed use is felt to be compatible with existing and planned uses which are as follows:

| | | |
|---|---|---|
| A. Existing Uses: | North: | Multi-Family Residential |
| | East: | Industrial |
| | South: | Business Park |
| | West: | Single Family (Mobile Homes) |
| B. Planned Uses: | North: | Low Medium (10) Residential |
| | East: | Industrial |
| | South: | Industrial |
| | West: | Industrial |

The subject parcel contains a 67 space mobile home park. Located north is a mobile home park and a multi-family residential development. Located west is a mobile home park with a density similar to the amendment parcel. A portion of the mobile home park located to the west is designated Industrial; City staff is investigating this inconsistency. Located to the south is a business park development which is buffered from the subject parcel by a fence and foilage. The parcel to the east is buffered from the subject amendment parcel and is principally used for the storage of crane equipment.

II. Availability of Public Services and Facilities

Adequate potable water, sewer, drainage, transportation, parks and recreation and solid waste facilities will be available to serve the proposed designation. See Correspondence Items I and II and Attachment A - Supplemental Report.

III. Natural Resource Impacts

The Broward County Office of Natural Resource Protection has determined that the proposed amendment will not have a significant adverse impact on natural resources provided that centralized potable water and wastewater service is provided to the site. The site is located within Zone 3 of the Pompano Beach Wellfield. It is the Broward County Office of Natural Resource's policy to discourage the use of septic tanks in wellfields. The applicant is currently applying for connection to Broward County Utilities centralized wastewater and potable water treatment facilities. See Correspondence Item II and Attachment A - Supplemental Report.

IV. Consistency with Goals, Objectives and Policies (BCLUP)
The proposed amendment is generally consistent with the goals, objectives and policies of the Broward County Land Use Plan. In particular, it furthers the following policies of the Broward County Land Use Plan.

08.01.09 - Private septic tanks and wells in Broward County should be phased out and replaced with centralized water and wastewater systems, where necessary, to protect the health, safety, and welfare of Broward County's residents.

09.02.03 - Amendments to the Future Broward County Land Use Plan Map (Series) proposing land use categories which permit Industrial uses shall be discouraged, to the greatest extent feasible, within wellfield protection zones of influence as identified by the Potable Water Supply Wellfield Protection Ordinance of Broward County.

| CORRESPONDENCE/COMMENTS (ATTACHED) | DATE |
|---|---|
| I. Broward County Office of Environmental Services Water Resources Management Division | January 29, 1992 |
| II. Broward County Office of Natural Resource Protection | February, 1992 |
| III. The School Board of Broward County Department of Property Management | February 11, 1992 |
| IV. Broward County Office of Planning Development Management Division | February 13, 1992 |
| V. Broward County Office of Planning Plan Implementation Division | February 14, 1992 |

| RECOMMENDATIONS/ACTIONS | DATE |
|---|---|
| I. Planning Council Staff Transmittal Recommendation<br>It is recommended that the proposed amendment to the Broward County Land Use Plan be approved. | March 20, 1992 |
| II. Planning Council Transmittal Recommendation<br>Approval per staff recommendation. | March 26, 1992 |

III. County Commission Transmittal Action — April 8, 1992
Approved transmittal of the amendment to the Department of Community Affairs per Planning Council recommendation.

IV. Department of Community Affairs Comments — July 31, 1992
The Department of Community Affairs had no objections to this amendment.

V. Planning Council Staff Final Recommendation — August 21, 1992
It is recommended the proposed amendment to the Broward County Land Use Plan be approved.

VI. Planning Council Final Recommendation — September 3, 1992
Approval per staff recommendation.

VII. County Commission Final Action — October 1, 1992
Approval per Planning Council recommendation.

**ATTACHMENT A**
**SUPPLEMENTAL REPORT**
**AVAILABILITY OF PUBLIC SERVICES**
**AND NATURAL RESOURCE IMPACTS**

**BROWARD COUNTY LAND USE PLAN AMENDMENT PC 92-6**

**SANITARY SEWER**

The subject parcel is not currently served by a centralized wastewater treatment plant. The applicant has committed and is currently processing an application for hookup to the Broward County North District Regional Wastewater Treatment Plant. A Developer's agreement shall be executed by the applicant with Broward County Utilities. Available Plant Capacity is 66 million gallons per day (MGD) with demand of 54 MGD. The proposed amendment reflects the existing use of 67 mobile home sites. Capacity is available to service the existing development.

**POTABLE WATER**

The subject parcel is not currently served by a centralized potable water plant. The applicant has committed and is currently processing an application for hookup to the Broward County 2A Water Treatment Plant. A Developer's agreement shall be executed by the applicant with Broward County Utilities. Available Plant Capacity is 20 million gallons per day (MGD) with demand of 11.15 MGD. The proposed amendment reflects the existing use of 67 mobile home sites. Capacity is available to service the existing development.

**SOLID WASTE**

The City of Pompano Beach contracts with the Southern Sanitation Service for the collection of solid waste. The proposed amendment reflects the existing use of 67 mobile home sites. Capacity is available to service the existing development.

**DRAINAGE**

The subject parcel is within the boundaries of Water Control District #3. The existing mobile home park was built during the 1960's before current drainage standards were required. Upon the proposed redevelopment, the drainage design should include a small diameter overflow to the Northwest 33 Street System approximately 3,000 feet to the east. The Broward County Office of Environmental Services Water Resources Management Division states that a change from Industrial to Medium (16) Residential should lessen the negative impacts to the area's drainage (See Correspondence Item I).

**RECREATION**

The proposed amendment would not impact demand for recreational facilities since the proposed amendment reflects existing uses. The City of Pompano Beach Land Use Element satisfies the community parks requirement of the Broward County Land Use Plan of 3 acres per 1,000 population.

**TRAFFIC**

The proposed amendment will not significantly impact the operating conditions of the regional roadway network as it reflects the existing use of the property.

**NATURAL RESOURCE IMPACTS**

The subject parcel is not located within a designated Historic District or Historically Significant Property, a Local area of Particular Concern, or exhibits wetland characteristics. The subject site is located within Zone 3 of the Pompano Beach Wellfield. The subject parcel is not currently served by a centralized wastewater treatment plant. It is the Broward County Office of Natural Resource Protection's policy to discourage the use of septic tanks in wellfields. The applicant is currently applying for connection to Broward County Utilities centralized wastewater treatment facilities. The site is located in a designated flood prone area and will be subject to the criteria established by the Federal Emergency Management Administration and the South Florida Water Management District as outlined in Broward County Land Use Plan Objective 09.07.00 and related policies.

BROWARD COUNTY
FLORIDA

Public Works Department
**Office of Environmental Services**
2401 North Powerline Road
Pompano Beach, FL 33069

January 29, 1992

TO: Peter M. Ross, Director
Comprehensive Planning
Broward County Planning Council

FROM: Robert C. Shair, P.E.
Water Resources Management Div.

RCShair ok.

SUBJECT: Proposed Land Use Plan Amendment PC #92-6
City of Pompano Beach

The subject proposed Land Use Amendment was reviewed by the following WRMD staff: Cesar Gomez, Drainage, Dave Markward, Drainage, and Ellis Donsky, Water Supply. Their comments are summarized as follows:

DRAINAGE;

This site is located in Water Control District 3 (WCD 3), a dependent water control district. The information provided in our July 8, 1991 letter to the applicant is still valid. A change from industrial to medium (16) residential should lessen the negative impacts to the area's drainage. The only loss would be the required 1/2" pre-treatment volumes (for water quality) that is in ONPP and WCD 3 criterial for non rejsdential developments.

WATER SUPPLY;

The amendment is located in Zone 3 of the Pompano Beach East Wellfield. Water will be supplied from the Broward County OES-2A System which has adequate capacity.

CONCLUSIONS;

No objections with regard to Water Supply or Drainage.

RCS/SBLupa92-(6.2)

File: RD Proj. Land Use Amends
PC 1/92

CORRESPONDENCE II

# OFFICE OF NATURAL RESOURCE PROTECTION

## COMMENTS ON PROPOSED LAND USE AMENDMENTS
## FEBRUARY 1992

**AMENDMENT NO.:** 92-6

Municipality: City of Pompano Beach

Existing Land Use: Residential Mobile Home Park

Existing Land Use Designation: Industrial

Proposed Land Use Designation: Medium (16) Residential

Location: Section 22, Township 48 S, Range 42 E

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**BACKGROUND DATA:**

Wellfield YES X NO ____

Wetlands YES ____ NO X **SEE ATTACHED REPORT**

The LUA is located south of NW 33rd St. and 2 blocks south of Sample Road. Adjacent land uses include a mobile home park, condominiums, commercial and industrial uses. A mobile home park has existed on site since 1960. The site is currently not connected to potable water or wastewater treatment facilities. The applicant is currently applying for connection to Broward County Utilities wastewater and potable water treatment facilities. The site is located within Zone 3 of the Pompano Beach Wellfield. In order to prevent possible groundwater contamination, it is ONRP policy to discourage the use of septic tanks in well fields and/or in urbanized areas. The LUA parcel is located within the vulnerable zones of the Pompano City Water Treatment Plant (chlorine) and the OES Wastewater Treatment Facility (chlorine), but this does not represent an unacceptable level of risk to the established population. The LUA is located approximately one mile east of the active Central Disposal Land Fill site. This facility is in compliance with applicable rules and regulations.

**FINDINGS:**

ONRP finds that the parcel is not served by centralized sewers or potable water and is located within a wellfield zone. ONRP recommends that connection to centralized wastewater and potable water treatment facilities be required for all units on the property. [BCLUP Policies 08.01.08, 08.01.10, 09.02.06]

ONRP finds that sufficient uncommitted capacity exists, at this time, to accommodate the estimated wastewater flow from the proposed amendment when connected. [BCLUP Policies 08.01.04, 08.01.07, 11.01.03]

ONRP finds that the proposed land use amendment will not increase the risk to the population to an unacceptable level from a chemical incident.

# OFFICE O. NATURAL RESOURCE PRC ECTION

# WETLANDS RESOURCE REPORT

| | |
|---|---|
| LAND USE AMENDMENT NO: | PC 92-6 |
| EXISTING LAND USE: | INDUSTRIAL |
| PROPOSED LAND USE: | MEDIUM (16) RES. |
| DATE: | January 31, 1992 |

## RESOURCE EVALUATION

Our review of the site indicates that it contains an existing mobile home community. The site does not exhibit wetland characteristics.

## IMPACT ANALYSIS

Wetland impact analysis is not applicable for this site based upon the review of existing site conditions. Therefore, no adverse wetland impacts are anticipated and wetlands staff has no objection to the proposed land use change.

*Limitation: Evaluation and recommendations presented in this resource report are for land use plan amendment only and are not to be construed as providing approvals or comments for any other purpose.*

*THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA*
*DEPARTMENT OF PROPERTY MANAGEMENT*
*600 S.E. 3rd Avenue, 14th Floor*
*Fort Lauderdale, Florida 33301*

# LAND USE AMENDMENT
# PUBLIC SCHOOL FACILITY IMPACT STATEMENT

## PROPERTY DESCRIPTION

AMENDMENT #: PC 92-6
OWNER/DEVELOPER: 1400 Corp. of Broward, Inc.
CURRENT LAND USE: Industrial
PROPOSED LAND USE: Medium (16) Residential
COMMENTS: Located in the City of Pompano Beach

## STUDENT GENERATION PROJECTIONS*

| *LAND USE* | | *ADDITIONAL STUDENTS* | |
|---|---|---|---|
| EXISTING PERMITTED UNITS: | 0 | ELEMENTARY STUDENTS: | 40 |
| PROPOSED UNITS: | 79 | MIDDLE STUDENTS: | 22 |
| NET CHANGE: | +79 | HIGH STUDENTS: | 31 |

*NOTE: Projections are based upon student generation rates in the Land Development Code.

## CURRENT ASSIGNED SCHOOLS*

ELEMENTARY SCHOOL NAME: Winston Park Elementary
ENROLLMENT 1015 SCHOOL YEAR: 1991/92
PERMANENT CAPACITY: 776

MIDDLE SCHOOL NAME: Crystal Lake Middle
ENROLLMENT 1108 SCHOOL YEAR: 1991/92
PERMANENT CAPACITY: 1186

HIGH SCHOOL NAME: Ely High
ENROLLMENT 1708 SCHOOL YEAR: 1991/92
PERMANENT CAPACITY: 1608

*NOTE: School attendance areas are subject to change each year.

## PLANNED AND FUNDED IMPROVEMENTS

ELEMENTARY SCHOOLS: None
MIDDLE SCHOOLS: None
HIGH SCHOOLS: New Science building under constrution at Ely

DATE: 2/11/92 BY: Lee A. Slipanitz
DEPARTMENT OF PROPERTY MANAGEMENT

BROWARD COUNTY
FLORIDA

**Office of Planning**
115 S. Andrews Avenue, Room 329
Fort Lauderdale, FL 33301
(305) 357-6666 • FAX (305) 357-6694

# MEMORANDUM

TO: Peter Ross, Comprehensive Planning Director
Planning Council

THRU: Donald L. Kowell, Director
Office of Planning

THRU: Elliot Auerhahn, Development Management Director EA
Office of Planning

FROM: Donald Stone, Senior Environmental Planner
Donald Burgess, Special Projects Coordinator III

DATE: February 13, 1992

SUBJECT: Land Use Amendments

---

We have reviewed the proposed Land Use Amendments and have the following comments:

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PC-92-1 -- No comments.

PC-92-2 -- No comments.

PC-92-3 -- No comments.

PC-92-4 -- No comments.

PC-92-5 -- No comments.

PC-92-6 -- No comments.

PC-92-7 -- This amendment deletes a portion of the open space within the Oakridge Golf Course and affects 16.6 acres of the course and four of the existing golf holes. The eastern portion of the site has wetland affinities that may be considered jurisdictional wetlands by ONRP.

PC-92-8 -- No comments.

PC-92-9 -- This site contains archaeological site 8BD 2149 as registered in the Florida Master Site File with the State Division of Historic Resources. It is recommended that a Phase 1 archaeological survey, conducted by a professional archaeologist, be performed

prior to any ground disturbing activities. The archaeological report should include a brief history of the area, the field survey methods, the results of the field survey, an assessment of the archaeological significance and potential strategies for management of the resource. The subject property is within the portion of the ADID study area designated as unsuitable for the disposal of fill except for specific activities with substantial, appropriate mitigation.

PC-92-10 -- No known archaeological sites. This site is within that portion of the ADID study area designated as generally suitable for the disposal of fill, with appropriate mitigation.

PC-92-11 -- Contains the Sportatorium and Miami/Hollywood Speedway. No known archaeological sites. This site is within that portion of the ADID study area designated as generally suitable for the disposal of fill, with appropriate mitigation. The site has wetland affinities and may be considered jurisdictional by ONRP.

PC-92-12 -- No comments.

PC-92-13 -- May contain remnants of archaeological site 8Bd89. An archaeological survey should be required to determine if a significant portion of the site remains to require preservation.

PC-92-14 -- May contain remnants of archaeological site 8Bd89. An archaeological survey should be required to determine if a significant portion of the site remains to require preservation.

PC-92-15 -- No known archaeological site present. This site is within the portion of the ADID study area designated as generally suitable for the disposal of fill, with appropriate mitigation.

PC-92-16 -- No known archaeological site present. This site is within the portion of the ADID study area designated as generally suitable for the disposal of fill, with appropriate mitigation.

PC-91-13 -- No comments.

PC-91-17 -- The site is within that portion of the ADID study area designated as generally unsuitable for the disposal of fill except for specific activities with substantial, appropriate mitigation.

PC-91-36 -- The subject property is within that portion of the ADID study area designated as generally suitable for the disposal of fill, with appropriate mitigation. No known archaeological sites exist on the property.

PC-91-37 -- The subject property is within that portion of the ADID study area designated as generally suitable for the disposal of fill, with appropriate mitigation.

PC-91-39 -- The subject property is within that portion of the ADID study area designated as generally unsuitable for the disposal of fill except for specific activities with substantial, appropriate mitigation. A recently completed survey of archaeological sites in western Broward County indicates the potential for an archaeological site within the boundaries of this property.

BROWARD COUNTY
FLORIDA

**Office of Planning**
115 S. Andrews Avenue, Room 329
Fort Lauderdale, FL 33301
(305) 357-6666 • FAX (305) 357-6694

# MEMORANDUM

DATE: February 14, 1992

TO: Peter M. Ross, Director of Comprehensive Planning
Broward County Planning Council

THRU: Donald L. Kowell, Director
Office of Planning

FROM: Roy H. Groves, Director R.H.G. by a.s.
Plan Implementation Division

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FEB 17 1992
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PLANNING COUNCIL

SUBJECT: REVIEW OF 19 PROPOSED AMENDMENTS TO THE BROWARD COUNTY LAND USE PLAN SCHEDULED FOR THE PLANNING COUNCIL'S PUBLIC HEARING ON MARCH 26, 1992

The following is a review prepared by the staff of the Plan Implementation Division of 19 proposed amendments to the Broward County Land Use Plan. Each amendment was reviewed for compatibility with the Future Unincorporated Area Land Use Plan, whether the amendment area is within a Compact Deferral Area as of February 1, 1992, and whether the proposed amendment would impact County owned property or facilities.

1. Proposed Amendment PC 92-1

   The subject area is located within the Unincorporated Area. The area is currently located within a Compact Deferral Area resulting from the over-capacity road segments of Sunrise Boulevard between NW 31st and NW 34th Avenues and NW 23rd Avenue between Sunrise Boulevard and NW 19th Street. County-owned land and a public service facility is located at the southeast intersection of 31st Avenue and Sunrise Boulevard.

2. Proposed Amendment PC 92-2

   The subject area is located within the Unincorporated Area. The area is currently located within a Compact Deferral Area resulting from the over-capacity road segment of Sunrise Boulevard between NW 31st and NW 34th Avenues. the area is in the vicinity of the County's new Public Safety facility and two County fire stations.

3. Proposed Amendment PC 92-3

   The subject area is located within the City of Sunrise; is not contiguous to Unincorporated Area. The area is currently within a Compact Deferral Area resulting from the over-capacity road segment of Pine Island Road between Oakland Park Boulevard and Commercial Boulevard. The area does not affect County-owned property.

4. Proposed Amendment PC 92-4

The subject area is located within the City of Coral Springs, is not contiguous to Unincorporated Area, is not currently within a Compact Deferral Area, and does not affect County-owned property.

5. Proposed Amendment PC 92-5

The subject area is located within the Town of Davie and is not contiguous to Unincorporated Area, is not currently within a Compact Deferral Area, and does not affect County-owned property.

6. Proposed Amendment PC 92-6

The subject area is located within the City of Pompano Beach and is not contiguous to Unincorporated Area, the area is currently located within a Compact Deferral Area resulting from the over-capacity road segment of Sample Road between I-95 and the entrance to the Florida Turnpike. The area is located 1/2 mile east of a County fire station located at Powerline Road and NW 32nd Street.

7. Proposed Amendment PC 92-7

The subject area is located within the City of Dania and is not contiguous to Unincorporated Area. The area is not currently in a Compact Deferral Area. However, it is located to the west of a compact deferral area resulting from the over-capacity road segment of Ravenswood Road between Griffin Road and Stirling Road. A 30-acre commercial development at the subject site may result in making Griffin Road at 31st Avenue over-capacity. This will be considered at the time of platting and site plan review. The area is in the vicinity of a County fire station and public service facility located at SW 31st Avenue and SW 54th Street.

8. Proposed Amendment PC 92-8

The subject area is located within the City of Pembroke Pines and is not contiguous to the Unincorporated Area. The subject area is currently within a Compact Deferral Area resulting from the over-capacity road segment of Pines Boulevard between University Drive and the Florida Turnpike, together with University Drive between Johnson Street and Taft Street. In addition, Pines Boulevard is approaching over-capacity between University Drive and Palm Avenue. There are no County facilities within the vicinity of the subject area.

9. Proposed Amendment PC 92-9

The subject area is located within the City of Pembroke Pines and is not contiguous to the Unincorporated Area. The subject area is not currently within a Compact Deferral Area. There are no County facilities within the vicinity of the subject area.

10. Proposed Amendment PC 92-10

The subject area is located within the City of Pembroke Pines and is not contiguous to the Unincorporated Area. The subject area is not currently within a compact Deferral Area. There are no County facilities within the vicinity of the subject area.

11. Proposed Amendment PC 92-11

The subject area is located within the City of Pembroke Pines and is not contiguous to the Unincorporated Area. The subject area is located adjacent to a Compact Deferral Area resulting from the road segment of Pines Boulevard between SW 160 Avenue and I-75. In addition, Pines Boulevard between SW 160 Avenue and SW 184 Avenue is Approaching Over-Capacity. An increase of intensity from Commercial Recreation to Low (5) Residential and Commercial may result in making Pines Boulevard over-capacity. This will be considered at the time of platting and site plan review. There are no County facilities within the vicinity of the subject area.

12. Proposed Amendment PC 92-12

The subject area is located within the City of Pembroke Pines and is adjacent to Unincorporated Area on the north side of Sheridan Street which is designated Commercial. The subject area is not located within a Compact Deferral Area. A County fire station is located on Volunteer Road at Sunset Lane.

13. Proposed Amendment PC 91-13

The subject area is located within the Unincorporated Area. Low (5) Residential abuts the subject area on all four sides. Staff does not consider the proposed Industrial an appropriate land use within an established residential neighborhood. The subject area is presently located within a Compact Deferral Area resulting from the over-capacity road segment of Sunrise Boulevard between NW 31st Avenue and NW 34th Avenue. There is County-owned property and a public service facility located at NW 31st Avenue and NW 8th Road and a County neighborhood park located at NW 8th Road and NW 28th Avenue.

14. Proposed Amendment PC 91-36

The subject area is located within the City of Miramar and is not contiguous to Unincorporated Area. The area is not presently located within a compact deferral area. The subject area is contiguous to Miramar Park, a dedicated undeveloped County regional park.

15. Proposed Amendment PC 91-37

The subject area is located within the City of Miramar and is not contiguous to Unincorporated Area. The area is not presently located within a compact deferral area. The subject area is next to Miramar Park, a dedicated undeveloped County regional park.

16. Proposed Amendment PC 92-13

The subject area is located within the City of Miramar and is not contiguous to Unincorporated Area. The area is not presently located within a compact deferral area. There are no County facilities within the vicinity of the subject area.

17. Proposed Amendment PC 92-14

The subject area is located within the City of Miramar and is not contiguous to Unincorporated Area. The area is not presently located within a compact deferral area. There are no County facilities within the vicinity of the subject area.

18. Proposed Amendment PC 91-39

The subject area is located within the City of Miramar and is not contiguous to Unincorporated Area. The area is not presently located within a compact deferral area. There are no County facilities within the vicinity of the subject area.

19. Proposed Amendment PC 91-17

The subject area is located within the City of Miramar and is not contiguous to Unincorporated Area. The area is not presently located within a compact deferral area. There are no County facilities within the vicinity of the subject area.

Subj: **RE: 1600 Corp. - trailer park at 1400-1600 NW 33rd Street**
Date: 6/14/2013 8:16:04 A.M. Eastern Daylight Time
From: MABERGER@broward.org
To: Tjwm1@aol.com
CC: DVONSTETINA@broward.org, GDAY@broward.org

Mr. Johnston:

We have researched the land use and zoning of the subject property prior to annexation into the City of Pompano Beach. Please see the attached response to your May 31 letter.

I hope this information gives you what you need.

BROWARD COUNTY FLORIDA

Martin Berger
Planning Section Manager
Development Management and Environmental Review Section
Planning and Redevelopment Division
Environmental Protection and Growth Management Department
1 North University Drive, Suite 102A, Plantation, Florida 33324
Phone: (954) 357-6623 Fax: (954) 357-6521
maberger@broward.org

Our Best. Nothing Less.

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**From:** Tjwm1@aol.com [mailto:Tjwm1@aol.com]
**Sent:** Friday, May 31, 2013 3:53 PM
**To:** Berger, Martin
**Subject:** 1600 Corp. - trailer park at 1400-1600 NW 33rd Street

Dear Mr. Berger:

Attached please find my letter. Thank you.

Tom Johnston

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Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

BROWARD COUNTY
FLORIDA

Environmental Protection and Growth Management Department
**PLANNING AND REDEVELOPMENT DIVISION**
1 North University Drive, Suite 102-A • Plantation, Florida 33324 • 954-357-6666 • FAX 954-357-6521 • 954-519-1412

June 14, 2013

Mr. Thomas W. Johnston
Johnston & Metevia, P.A.
Bank of America Building, Suite 301
2335 East Atlantic Boulevard
Pompano Beach, Florida 33062

RE: 1600 Corp. – Trailer Park Facility at 1400 – 1600 NW 33rd Street, Pompano Beach

Dear Mr. Johnston:

In accordance with your May 31, 2013 request, we have researched the status and designation of the land use and zoning of the above referenced property at the time the property was annexed into the City of Pompano Beach. It appears that the County's current land use designations for the property are the same as the land use designations shown on the City's Future Land Use Map which you provided: "Low-Medium (10) Residential" west of 15th Avenue, "Industrial" between 14th Avenue and 15th Avenue and "Medium (16) Residential" east of 14th Avenue. However, the 1977 BCLUP shows the entire area as "Low-Medium (10) Residential," and the 1989 BCLUP shows "Low-Medium (10) Residential" west of 15th Avenue and "Industrial" east of 15th Avenue. The property currently designated "Medium (16) Residential" was the subject of an amendment in 1992 (see attached). It appears the discrepancy was created in 1989, when the area east of 15th Avenue was designated "Industrial."

With respect to the property's zoning, a recorded resolution adopted and effective on May 13, 1960, designated the subject property "Trailer Park T-1 District" (O.R. Book 1975, Page 456). However, a later resolution, adopted and effective February 13, 1976, rezoned "All of the following parcels in the unrecorded plat of Pompano Farms lying in the North half of Section 22, Township 48 South, Range 42 East, more particularly described as: Tracts 1 through 4, 8 through 21, 42 through 46, 58 and 62, 64 through 69, and the South 155.05 feet of Tract 33 less R/W, and all that part of Tract 61 and West 133.30 feet of Tract 60 lying North of the Easterly extended North right-of-way line of N.W. 32nd Street" as "M-3 General Industrial District." The two resolutions are attached for your information.

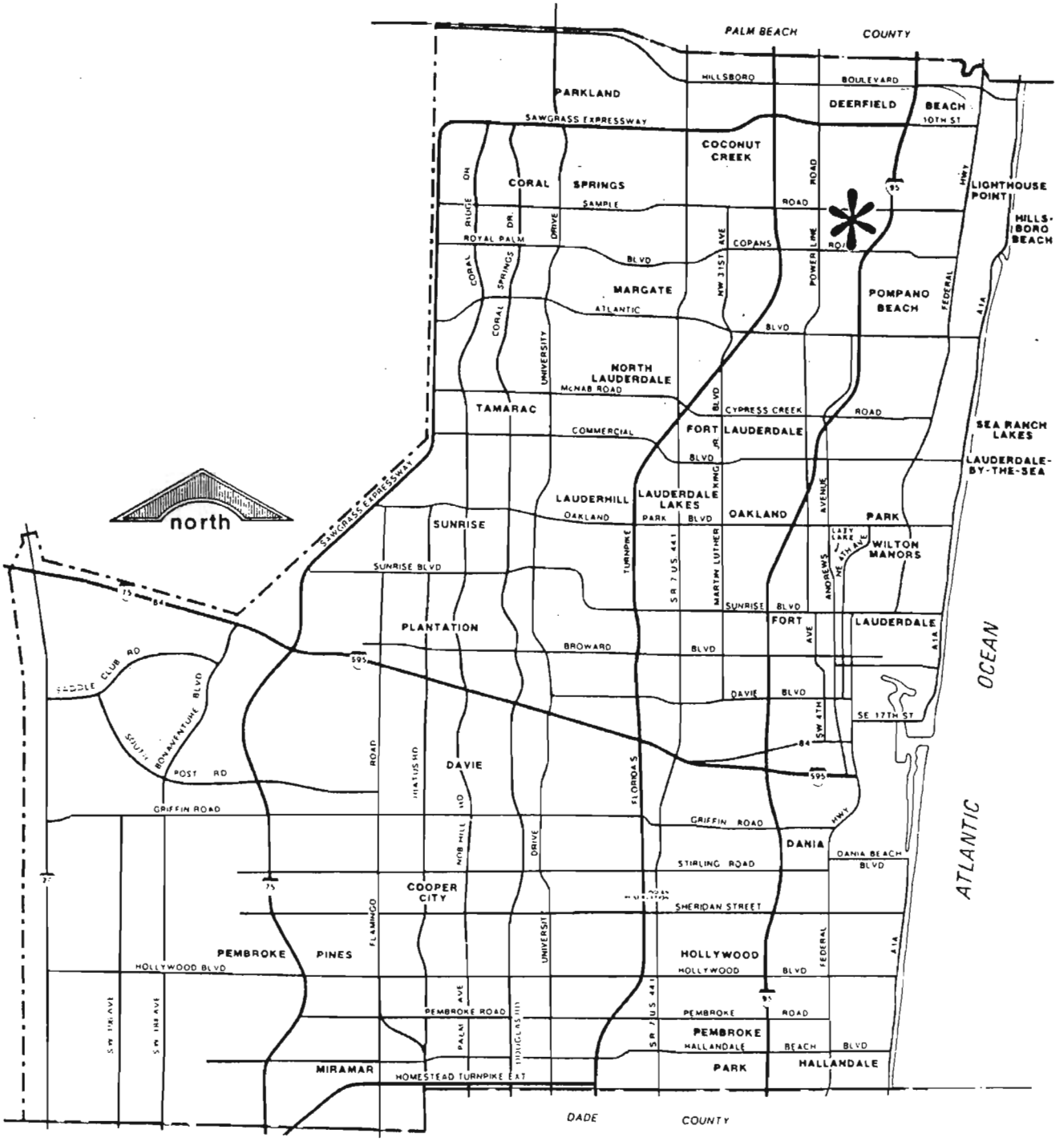
Based on this research, it appears that the City's Future Land Use Map and Zoning Map may not be accurate. If you have any questions in regard to this response, please contact me. For additional information regarding the Land Use Plan, please contact Deanne Von Stetina of the Planning Council (954-357-6695 or dvonstetina@broward.org). For additional information regarding County zoning issues, please contact Jeff Day of this Division at 954-754-4400, extension 9868, jday@broward.org.

Sincerely,

Martin Berger
Planning Section Manager

# GENERALIZED LOCATION MAP

## Case#PC 92-6



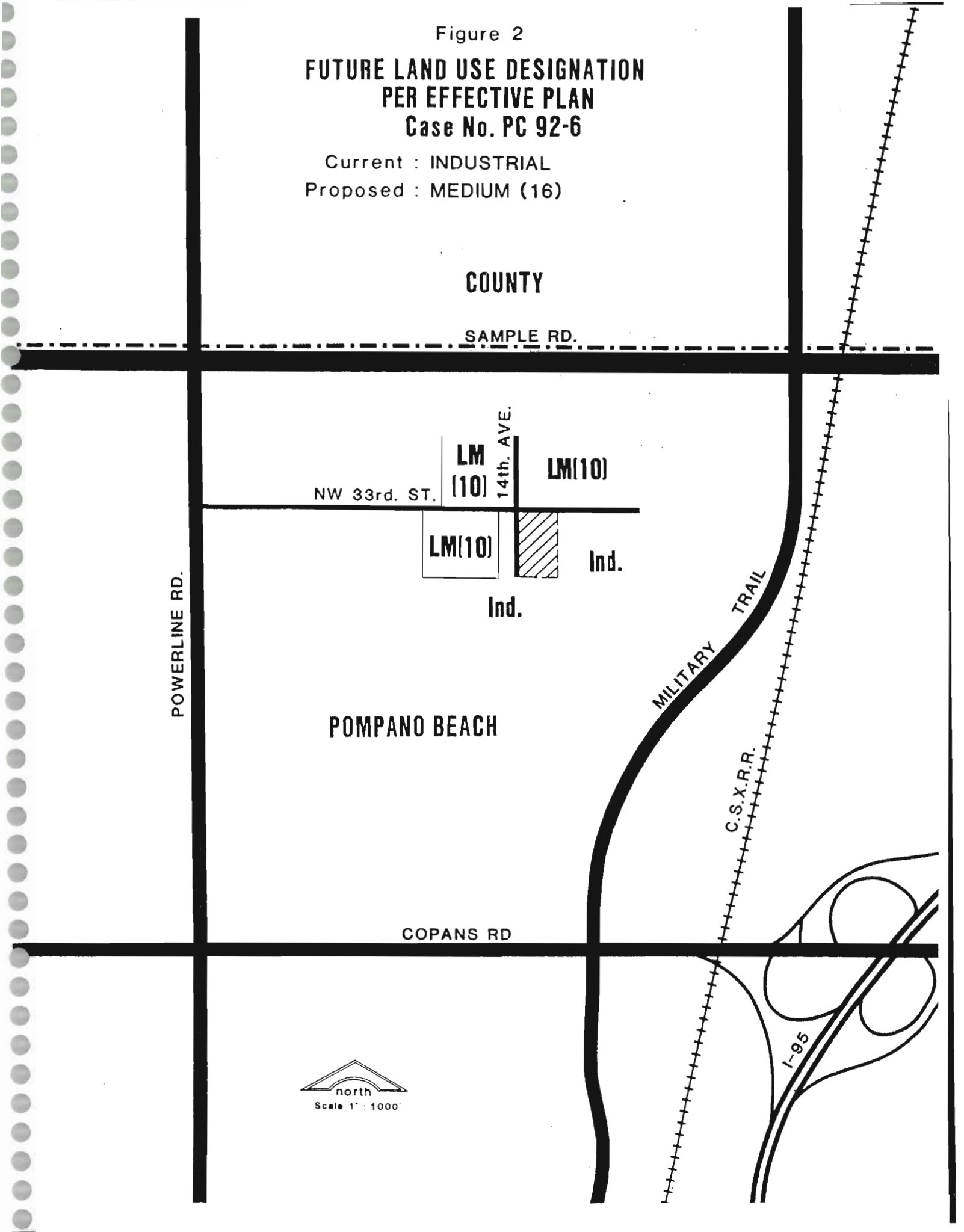

Subject Area Location

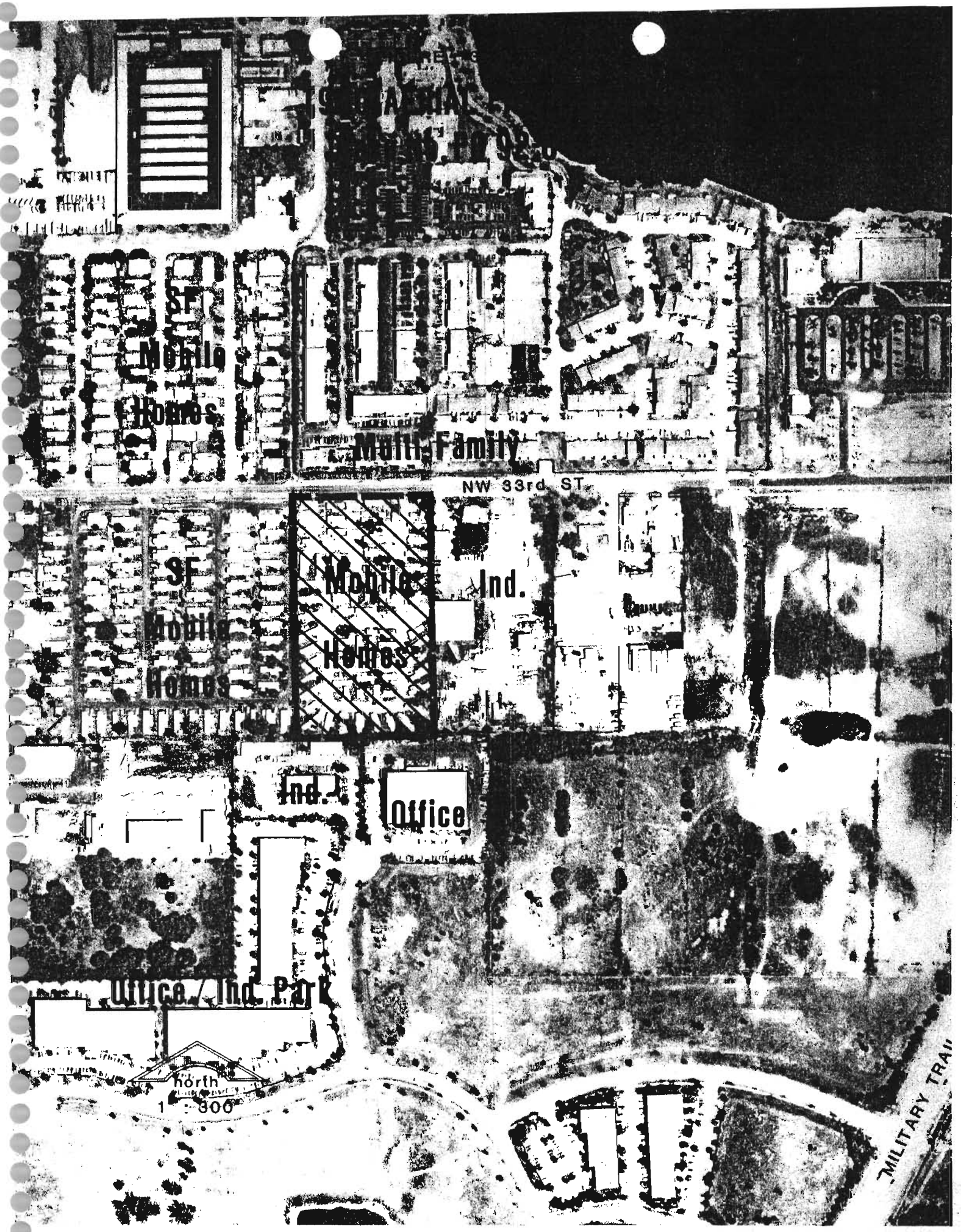
Figure 2

# FUTURE LAND USE DESIGNATION PER EFFECTIVE PLAN Case No. PC 92-6

Current : INDUSTRIAL

Proposed : MEDIUM (16)




SF
Mobile
Homes
Multi-Family
NW 33rd ST
SF
Mobile
Homes
Mobile
Homes
Ind.
Ind.
Office
Office / Ind. Park
north
1" = 300'
MILITARY TRAI

**BROWARD COUNTY LAND USE PLAN**
**PROPOSED AMENDMENT PC 92-6**

**INTRODUCTORY INFORMATION**

I. Submitted By: City of Pompano Beach

II. Site Characteristics
A. Size: 4.96 acres ±

B. Location: in Section 22, Township 48, Range 42; bound on the north by N.W. 33 Street; located south of Sample Road, west of I-95 and east of Powerline Road

C. Existing Use: residential mobile home park (May Mobile Home Park)

III. Broward County Land Use Plan Designation
A. Current Designation: Industrial

B. Proposed Designation: Medium (16) Residential

IV. Current Zoning
A. On Site: I-1 (General Industrial)

B. Adjacent: North: RM-12 (Multiple Family Residential)
East: I-1 (General Industrial)
South: I-1 (General Industrial)
West: MH-12 (Mobile Home Park)

V. Initial Applicant and Stated Reasons for Amendment
A. 1400 Corporation of Broward, Inc.; d/b/a May Mobile Home Park

B. "To correct non-conforming land use to the existing mobile home park use which has been in existence for a minimum of 30 years....with no new increase in density or development other than possiblereplacement of old existing units (67 spaces) with newer units."

VI. Recommendation of Local Governing Body
The City of Pompano Beach recommends approval.

## PLANNING CONSIDERATIONS

I. Compatibility with Existing and Planned (BCLUP) Land Uses

The proposed use is felt to be compatible with existing and planned uses which are as follows:

| | | |
|---|---|---|
| A. Existing Uses: | North: | Multi-Family Residential |
| | East: | Industrial |
| | South: | Business Park |
| | West: | Single Family (Mobile Homes) |
| B. Planned Uses: | North: | Low Medium (10) Residential |
| | East: | Industrial |
| | South: | Industrial |
| | West: | Industrial |

The subject parcel contains a 67 space mobile home park. Located north is a mobile home park and a multi-family residential development. Located west is a mobile home park with a density similar to the amendment parcel. A portion of the mobile home park located to the west is designated Industrial; City staff is investigating this inconsistency. Located to the south is a business park development which is buffered from the subject parcel by a fence and foilage. The parcel to the east is buffered from the subject amendment parcel and is principally used for the storage of crane equipment.

II. Availability of Public Services and Facilities

Adequate potable water, sewer, drainage, transportation, parks and recreation and solid waste facilities will be available to serve the proposed designation. See Correspondence Items I and II and Attachment A - Supplemental Report.

III. Natural Resource Impacts

The Broward County Office of Natural Resource Protection has determined that the proposed amendment will not have a significant adverse impact on natural resources provided that centralized potable water and wastewater service is provided to the site. The site is located within Zone 3 of the Pompano Beach Wellfield. It is the Broward County Office of Natural Resource's policy to discourage the use of septic tanks in wellfields. The applicant is currently applying for connection to Broward County Utilities centralized wastewater and potable water treatment facilities. See Correspondence Item II and Attachment A - Supplemental Report.

IV. Consistency with Goals, Objectives and Policies (BCLUP)
The proposed amendment is generally consistent with the goals, objectives and policies of the Broward County Land Use Plan. In particular, it furthers the following policies of the Broward County Land Use Plan.

08.01.09 - Private septic tanks and wells in Broward County should be phased out and replaced with centralized water and wastewater systems, where necessary, to protect the health, safety, and welfare of Broward County's residents.

09.02.03 - Amendments to the Future Broward County Land Use Plan Map (Series) proposing land use categories which permit Industrial uses shall be discouraged, to the greatest extent feasible, within wellfield protection zones of influence as identified by the Potable Water Supply Wellfield Protection Ordinance of Broward County.

| CORRESPONDENCE/COMMENTS (ATTACHED) | DATE |
|---|---|
| I. Broward County Office of Environmental Services Water Resources Management Division | January 29, 1992 |
| II. Broward County Office of Natural Resource Protection | February, 1992 |
| III. The School Board of Broward County Department of Property Management | February 11, 1992 |
| IV. Broward County Office of Planning Development Management Division | February 13, 1992 |
| V. Broward County Office of Planning Plan Implementation Division | February 14, 1992 |

| RECOMMENDATIONS/ACTIONS | DATE |
|---|---|
| I. Planning Council Staff Transmittal Recommendation<br>It is recommended that the proposed amendment to the Broward County Land Use Plan be approved. | March 20, 1992 |
| II. Planning Council Transmittal Recommendation<br>Approval per staff recommendation. | March 26, 1992 |

III. County Commission Transmittal Action — April 8, 1992
Approved transmittal of the amendment to the Department of Community Affairs per Planning Council recommendation.

IV. Department of Community Affairs Comments — July 31, 1992
The Department of Community Affairs had no objections to this amendment.

V. Planning Council Staff Final Recommendation — August 21, 1992
It is recommended the proposed amendment to the Broward County Land Use Plan be approved.

VI. Planning Council Final Recommendation — September 3, 1992
Approval per staff recommendation.

VII. County Commission Final Action — October 1, 1992
Approval per Planning Council recommendation.

**ATTACHMENT A**
**SUPPLEMENTAL REPORT**
**AVAILABILITY OF PUBLIC SERVICES**
**AND NATURAL RESOURCE IMPACTS**

**BROWARD COUNTY LAND USE PLAN AMENDMENT PC 92-6**

**SANITARY SEWER**

The subject parcel is not currently served by a centralized wastewater treatment plant. The applicant has committed and is currently processing an application for hookup to the Broward County North District Regional Wastewater Treatment Plant. A Developer's agreement shall be executed by the applicant with Broward County Utilities. Available Plant Capacity is 66 million gallons per day (MGD) with demand of 54 MGD. The proposed amendment reflects the existing use of 67 mobile home sites. Capacity is available to service the existing development.

**POTABLE WATER**

The subject parcel is not currently served by a centralized potable water plant. The applicant has committed and is currently processing an application for hookup to the Broward County 2A Water Treatment Plant. A Developer's agreement shall be executed by the applicant with Broward County Utilities. Available Plant Capacity is 20 million gallons per day (MGD) with demand of 11.15 MGD. The proposed amendment reflects the existing use of 67 mobile home sites. Capacity is available to service the existing development.

**SOLID WASTE**

The City of Pompano Beach contracts with the Southern Sanitation Service for the collection of solid waste. The proposed amendment reflects the existing use of 67 mobile home sites. Capacity is available to service the existing development.

**DRAINAGE**

The subject parcel is within the boundaries of Water Control District #3. The existing mobile home park was built during the 1960's before current drainage standards were required. Upon the proposed redevelopment, the drainage design should include a small diameter overflow to the Northwest 33 Street System approximately 3,000 feet to the east. The Broward County Office of Environmental Services Water Resources Management Division states that a change from Industrial to Medium (16) Residential should lessen the negative impacts to the area's drainage (See Correspondence Item I).

RECREATION

The proposed amendment would not impact demand for recreational facilities since the proposed amendment reflects existing uses. The City of Pompano Beach Land Use Element satisfies the community parks requirement of the Broward County Land Use Plan of 3 acres per 1,000 population.

TRAFFIC

The proposed amendment will not significantly impact the operating conditions of the regional roadway network as it reflects the existing use of the property.

NATURAL RESOURCE IMPACTS

The subject parcel is not located within a designated Historic District or Historically Significant Property, a Local area of Particular Concern, or exhibits wetland characteristics. The subject site is located within Zone 3 of the Pompano Beach Wellfield. The subject parcel is not currently served by a centralized wastewater treatment plant. It is the Broward County Office of Natural Resource Protection's policy to discourage the use of septic tanks in wellfields. The applicant is currently applying for connection to Broward County Utilities centralized wastewater treatment facilities. The site is located in a designated flood prone area and will be subject to the criteria established by the Federal Emergency Management Administration and the South Florida Water Management District as outlined in Broward County Land Use Plan Objective 09.07.00 and related policies.

BROWARD COUNTY
FLORIDA

Public Works Department
**Office of Environmental Services**
2401 North Powerline Road
Pompano Beach, FL 33069

January 29, 1992

TO: Peter M. Ross, Director
Comprehensive Planning
Broward County Planning Council

FROM: Robert C. Shair, P.E.
Water Resources Management Div.

RCShair ok.

SUBJECT: Proposed Land Use Plan Amendment PC #92-6
City of Pompano Beach

The subject proposed Land Use Amendment was reviewed by the following WRMD staff: Cesar Gomez, Drainage, Dave Markward, Drainage, and Ellis Donsky, Water Supply. Their comments are summarized as follows:

DRAINAGE;

This site is located in Water Control District 3 (WCD 3), a dependent water control district. The information provided in our July 8, 1991 letter to the applicant is still valid. A change from industrial to medium (16) residential should lessen the negative impacts to the area's drainage. The only loss would be the required 1/2" pre-treatment volumes (for water quality) that is in ONPP and WCD 3 criterial for non residential developments.

WATER SUPPLY;

The amendment is located in Zone 3 of the Pompano Beach East Wellfield. Water will be supplied from the Broward County OES-2A System which has adequate capacity.

CONCLUSIONS;

No objections with regard to Water Supply or Drainage.

RCS/SBLupa92-(6.2)

File: RD Proj. Land Use Amends
PC 1/92

CORRESPONDENCE II

# OFFICE OF NATURAL RESOURCE PROTECTION

## COMMENTS ON PROPOSED LAND USE AMENDMENTS
## FEBRUARY 1992

**AMENDMENT NO.:** 92-6

Municipality: City of Pompano Beach

Existing Land Use: Residential Mobile Home Park

Existing Land Use Designation: Industrial

Proposed Land Use Designation: Medium (16) Residential

Location: Section 22, Township 48 S, Range 42 E

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**BACKGROUND DATA:**

Wellfield YES X NO _____

Wetlands YES _____ NO X **SEE ATTACHED REPORT**

The LUA is located south of NW 33rd St. and 2 blocks south of Sample Road. Adjacent land uses include a mobile home park, condominiums, commercial and industrial uses. A mobile home park has existed on site since 1960. The site is currently not connected to potable water or wastewater treatment facilities. The applicant is currently applying for connection to Broward County Utilities wastewater and potable water treatment facilities. The site is located within Zone 3 of the Pompano Beach Wellfield. In order to prevent possible groundwater contamination, it is ONRP policy to discourage the use of septic tanks in well fields and/or in urbanized areas. The LUA parcel is located within the vulnerable zones of the Pompano City Water Treatment Plant (chlorine) and the OES Wastewater Treatment Facility (chlorine), but this does not represent an unacceptable level of risk to the established population. The LUA is located approximately one mile east of the active Central Disposal Land Fill site. This facility is in compliance with applicable rules and regulations.

**FINDINGS:**

ONRP finds that the parcel is not served by centralized sewers or potable water and is located within a wellfield zone. ONRP recommends that connection to centralized wastewater and potable water treatment facilities be required for all units on the property. [BCLUP Policies 08.01.08, 08.01.10, 09.02.06]

ONRP finds that sufficient uncommitted capacity exists, at this time, to accommodate the estimated wastewater flow from the proposed amendment when connected. [BCLUP Policies 08.01.04, 08.01.07, 11.01.03]

ONRP finds that the proposed land use amendment will not increase the risk to the population to an unacceptable level from a chemical incident.

**RECOMMENDATION:**

Providing that centralized potable water and wastewater service is provided to all units, ONRP anticipates that no significant adverse environmental impacts will result from the proposed land use amendment; ONRP can recommend approval of the proposed land use amendment subject to the above condition.

# OFFICE O NATURAL RESOURCE PRO. ECTION

# WETLANDS RESOURCE REPORT

| | |
|---|---|
| LAND USE AMENDMENT NO: | PC 92-6 |
| EXISTING LAND USE: | INDUSTRIAL |
| PROPOSED LAND USE: | MEDIUM (16) RES. |
| DATE: | January 31, 1992 |

## RESOURCE EVALUATION

Our review of the site indicates that it contains an existing mobile home community. The site does not exhibit wetland characteristics.

## IMPACT ANALYSIS

Wetland impact analysis is not applicable for this site based upon the review of existing site conditions. Therefore, no adverse wetland impacts are anticipated and wetlands staff has no objection to the proposed land use change.

*Limitation: Evaluation and recommendations presented in this resource report are for land use plan amendment only and are not to be construed as providing approvals or comments for any other purpose.*

*THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA*
*DEPARTMENT OF PROPERTY MANAGEMENT*
*600 S.E. 3rd Avenue, 14th Floor*
*Fort Lauderdale, Florida 33301*

# LAND USE AMENDMENT
# PUBLIC SCHOOL FACILITY IMPACT STATEMENT

## PROPERTY DESCRIPTION

AMENDMENT #: PC 92-6
OWNER/DEVELOPER: 1400 Corp. of Broward, Inc.
CURRENT LAND USE: Industrial
PROPOSED LAND USE: Medium (16) Residential
COMMENTS: Located in the City of Pompano Beach

## STUDENT GENERATION PROJECTIONS*

| *LAND USE* | | *ADDITIONAL STUDENTS* | |
|---|---|---|---|
| EXISTING PERMITTED UNITS: | 0 | ELEMENTARY STUDENTS: | 40 |
| PROPOSED UNITS: | 79 | MIDDLE STUDENTS: | 22 |
| NET CHANGE: | +79 | HIGH STUDENTS: | 31 |

*NOTE: Projections are based upon student generation rates in the Land Development Code.

## CURRENT ASSIGNED SCHOOLS*

ELEMENTARY SCHOOL NAME: Winston Park Elementary
ENROLLMENT 1015 SCHOOL YEAR: 1991/92
PERMANENT CAPACITY: 776

MIDDLE SCHOOL NAME: Crystal Lake Middle
ENROLLMENT 1108 SCHOOL YEAR: 1991/92
PERMANENT CAPACITY: 1186

HIGH SCHOOL NAME: Ely High
ENROLLMENT 1708 SCHOOL YEAR: 1991/92
PERMANENT CAPACITY: 1608

*NOTE: School attendance areas are subject to change each year.

## PLANNED AND FUNDED IMPROVEMENTS

ELEMENTARY SCHOOLS: None
MIDDLE SCHOOLS: None
HIGH SCHOOLS: New Science building under constrution at Ely

DATE: 2/11/92 BY: Lee A. Sligsmeta
DEPARTMENT OF
PROPERTY MANAGEMENT

BROWARD COUNTY
FLORIDA

**Office of Planning**
115 S. Andrews Avenue, Room 329
Fort Lauderdale, FL 33301
(305) 357-6666 • FAX (305) 357-6694

M E M O R A N D U M

TO: Peter Ross, Comprehensive Planning Director
Planning Council

THRU: Donald L. Kowell, Director
Office of Planning

THRU: Elliot Auerhahn, Development Management Director
Office of Planning

FROM: Donald Stone, Senior Environmental Planner
Donald Burgess, Special Projects Coordinator III

DATE: February 13, 1992

SUBJECT: Land Use Amendments

---

We have reviewed the proposed Land Use Amendments and have the following comments:

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PC-92-1 -- No comments.

PC-92-2 -- No comments.

PC-92-3 -- No comments.

PC-92-4 -- No comments.

PC-92-5 -- No comments.

PC-92-6 -- No comments.

PC-92-7 -- This amendment deletes a portion of the open space within the Oakridge Golf Course and affects 16.6 acres of the course and four of the existing golf holes. The eastern portion of the site has wetland affinities that may be considered jurisdictional wetlands by ONRP.

PC-92-8 -- No comments.

PC-92-9 -- This site contains archaeological site 8BD 2149 as registered in the Florida Master Site File with the State Division of Historic Resources. It is recommended that a Phase 1 archaeological survey, conducted by a professional archaeologist, be performed

prior to any ground disturbing activities. The archaeological report should include a brief history of the area, the field survey methods, the results of the field survey, an assessment of the archaeological significance and potential strategies for management of the resource. The subject property is within the portion of the ADID study area designated as unsuitable for the disposal of fill except for specific activities with substantial, appropriate mitigation.

PC-92-10 -- No known archaeological sites. This site is within that portion of the ADID study area designated as generally suitable for the disposal of fill, with appropriate mitigation.

PC-92-11 -- Contains the Sportatorium and Miami/Hollywood Speedway. No known archaeological sites. This site is within that portion of the ADID study area designated as generally suitable for the disposal of fill, with appropriate mitigation. The site has wetland affinities and may be considered jurisdictional by ONRP.

PC-92-12 -- No comments.

PC-92-13 -- May contain remnants of archaeological site 8Bd89. An archaeological survey should be required to determine if a significant portion of the site remains to require preservation.

PC-92-14 -- May contain remnants of archaeological site 8Bd89. An archaeological survey should be required to determine if a significant portion of the site remains to require preservation.

PC-92-15 -- No known archaeological site present. This site is within the portion of the ADID study area designated as generally suitable for the disposal of fill, with appropriate mitigation.

PC-92-16 -- No known archaeological site present. This site is within the portion of the ADID study area designated as generally suitable for the disposal of fill, with appropriate mitigation.

PC-91-13 -- No comments.

PC-91-17 -- The site is within that portion of the ADID study area designated as generally unsuitable for the disposal of fill except for specific activities with substantial, appropriate mitigation.

PC-91-36 -- The subject property is within that portion of the ADID study area designated as generally suitable for the disposal of fill, with appropriate mitigation. No known archaeological sites exist on the property.

PC-91-37 -- The subject property is within that portion of the ADID study area designated as generally suitable for the disposal of fill, with appropriate mitigation.

PC-91-39 -- The subject property is within that portion of the ADID study area designated as generally unsuitable for the disposal of fill except for specific activities with substantial, appropriate mitigation. A recently completed survey of archaeological sites in western Broward County indicates the potential for an archaeological site within the boundaries of this property.

BROWARD COUNTY
FLORIDA

**Office of Planning**
115 S. Andrews Avenue, Room 329
Fort Lauderdale, FL 33301
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# MEMORANDUM

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BROWARD COUNTY
PLANNING COUNCIL

DATE: February 14, 1992

TO: Peter M. Ross, Director of Comprehensive Planning
Broward County Planning Council

THRU: Donald L. Kowell, Director
Office of Planning

FROM: Roy H. Groves, Director R.H.G. by A.S.
Plan Implementation Division

SUBJECT: REVIEW OF 19 PROPOSED AMENDMENTS TO THE BROWARD COUNTY LAND USE PLAN SCHEDULED FOR THE PLANNING COUNCIL'S PUBLIC HEARING ON MARCH 26, 1992

The following is a review prepared by the staff of the Plan Implementation Division of 19 proposed amendments to the Broward County Land Use Plan. Each amendment was reviewed for compatibility with the Future Unincorporated Area Land Use Plan, whether the amendment area is within a Compact Deferral Area as of February 1, 1992, and whether the proposed amendment would impact County owned property or facilities.

1. Proposed Amendment PC 92-1

   The subject area is located within the Unincorporated Area. The area is currently located within a Compact Deferral Area resulting from the over-capacity road segments of Sunrise Boulevard between NW 31st and NW 34th Avenues and NW 23rd Avenue between Sunrise Boulevard and NW 19th Street. County-owned land and a public service facility is located at the southeast intersection of 31st Avenue and Sunrise Boulevard.

2. Proposed Amendment PC 92-2

   The subject area is located within the Unincorporated Area. The area is currently located within a Compact Deferral Area resulting from the over-capacity road segment of Sunrise Boulevard between NW 31st and NW 34th Avenues. the area is in the vicinity of the County's new Public Safety facility and two County fire stations.

3. Proposed Amendment PC 92-3

   The subject area is located within the City of Sunrise; is not contiguous to Unincorporated Area. The area is currently within a Compact Deferral Area resulting from the over-capacity road segment of Pine Island Road between Oakland Park Boulevard and Commercial Boulevard. The area does not affect County-owned property.

4. Proposed Amendment PC 92-4

The subject area is located within the City of Coral Springs, is not contiguous to Unincorporated Area, is not currently within a Compact Deferral Area, and does not affect County-owned property.

5. Proposed Amendment PC 92-5

The subject area is located within the Town of Davie and is not contiguous to Unincorporated Area, is not currently within a Compact Deferral Area, and does not affect County-owned property.

6. Proposed Amendment PC 92-6

The subject area is located within the City of Pompano Beach and is not contiguous to Unincorporated Area, the area is currently located within a Compact Deferral Area resulting from the over-capacity road segment of Sample Road between I-95 and the entrance to the Florida Turnpike. The area is located 1/2 mile east of a County fire station located at Powerline Road and NW 32nd Street.

7. Proposed Amendment PC 92-7

The subject area is located within the City of Dania and is not contiguous to Unincorporated Area. The area is not currently in a Compact Deferral Area. However, it is located to the west of a compact deferral area resulting from the over-capacity road segment of Ravenswood Road between Griffin Road and Stirling Road. A 30-acre commercial development at the subject site may result in making Griffin Road at 31st Avenue over-capacity. This will be considered at the time of platting and site plan review. The area is in the vicinity of a County fire station and public service facility located at SW 31st Avenue and SW 54th Street.

8. Proposed Amendment PC 92-8

The subject area is located within the City of Pembroke Pines and is not contiguous to the Unincorporated Area. The subject area is currently within a Compact Deferral Area resulting from the over-capacity road segment of Pines Boulevard between University Drive and the Florida Turnpike, together with University Drive between Johnson Street and Taft Street. In addition, Pines Boulevard is approaching over-capacity between University Drive and Palm Avenue. There are no County facilities within the vicinity of the subject area.

9. Proposed Amendment PC 92-9

The subject area is located within the City of Pembroke Pines and is not contiguous to the Unincorporated Area. The subject area is not currently within a Compact Deferral Area. There are no County facilities within the vicinity of the subject area.

10. Proposed Amendment PC 92-10

The subject area is located within the City of Pembroke Pines and is not contiguous to the Unincorporated Area. The subject area is not currently within a compact Deferral Area. There are no County facilities within the vicinity of the subject area.

11. Proposed Amendment PC 92-11

The subject area is located within the City of Pembroke Pines and is not contiguous to the Unincorporated Area. The subject area is located adjacent to a Compact Deferral Area resulting from the road segment of Pines Boulevard between SW 160 Avenue and I-75. In addition, Pines Boulevard between SW 160 Avenue and SW 184 Avenue is Approaching Over-Capacity. An increase of intensity from Commercial Recreation to Low (5) Residential and Commercial may result in making Pines Boulevard over-capacity. This will be considered at the time of platting and site plan review. There are no County facilities within the vicinity of the subject area.

12. Proposed Amendment PC 92-12

The subject area is located within the City of Pembroke Pines and is adjacent to Unincorporated Area on the north side of Sheridan Street which is designated Commercial. The subject area is not located within a Compact Deferral Area. A County fire station is located on Volunteer Road at Sunset Lane.

13. Proposed Amendment PC 91-13

The subject area is located within the Unincorporated Area. Low (5) Residential abuts the subject area on all four sides. Staff does not consider the proposed Industrial an appropriate land use within an established residential neighborhood. The subject area is presently located within a Compact Deferral Area resulting from the over-capacity road segment of Sunrise Boulevard between NW 31st Avenue and NW 34th Avenue. There is County-owned property and a public service facility located at NW 31st Avenue and NW 8th Road and a County neighborhood park located at NW 8th Road and NW 28th Avenue.

14. Proposed Amendment PC 91-36

The subject area is located within the City of Miramar and is not contiguous to Unincorporated Area. The area is not presently located within a compact deferral area. The subject area is contiguous to Miramar Park, a dedicated undeveloped County regional park.

15. Proposed Amendment PC 91-37

The subject area is located within the City of Miramar and is not contiguous to Unincorporated Area. The area is not presently located within a compact deferral area. The subject area is next to Miramar Park, a dedicated undeveloped County regional park.

16. Proposed Amendment PC 92-13

The subject area is located within the City of Miramar and is not contiguous to Unincorporated Area. The area is not presently located within a compact deferral area. There are no County facilities within the vicinity of the subject area.

17. Proposed Amendment PC 92-14

The subject area is located within the City of Miramar and is not contiguous to Unincorporated Area. The area is not presently located within a compact deferral area. There are no County facilities within the vicinity of the subject area.

18. Proposed Amendment PC 91-39

The subject area is located within the City of Miramar and is not contiguous to Unincorporated Area. The area is not presently located within a compact deferral area. There are no County facilities within the vicinity of the subject area.

19. Proposed Amendment PC 91-17

The subject area is located within the City of Miramar and is not contiguous to Unincorporated Area. The area is not presently located within a compact deferral area. There are no County facilities within the vicinity of the subject area.

60- 67/96

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CLERK
AUDITOR'S OFFICE

A RESOLUTION ADOPTING BUILDING AND ZONING REGULATIONS IN CERTAIN TERRITORY WITHIN BROWARD COUNTY, FLORIDA, DESCRIBED AS ALL OF SECTION 22, TOWNSHIP 48 SOUTH, RANGE 42 EAST, AND RESCINDING ALL PREVIOUS RESOLUTIONS IN CONFLICT HEREWITH.

WHEREAS, the Broward County Zoning Board has held public hearing and has made formal recommendation,

NOW, THEREFORE, BE IT RESOLVED by the Broward County, Florida, Board of County Commissioners that the Zoning and Building Regulations hereinafter set forth by reference are hereby adopted in the territory within Broward County, Florida, described as follows:

All of Section 22, Township 48 South, Range 42 East.

Sections 11.1 through 27.6 of the Zoning Regulations as recorded in Official Record Book 1173 at Pages 448 through 506 and Sections 2.1 through 10.8 and Sections 28.1 through 37.6 of the Zoning Regulations as recorded in Official Record Book 1358 at Pages 454 through 553 of the public records of Broward County, Florida, and as subsequently amended, are adopted as are prescribed and indicated hereinafter within the territory as designated.

1. The following described territory is hereby designated as AGRICULTURAL A-1 DISTRICT, according to Sections 11.1 through 11.12 of the Zoning Regulations:

   The South One-Half (S½) of the Northwest One-Quarter (NW¼) of the Northeast One-Quarter (NE¼), less the West 167.48 feet thereof; and

   The Southwest One-Quarter (SW¼) of the Northeast One-Quarter (NE¼) of the Northeast One-Quarter (NE¼); and

   The Northeast One-Quarter (NE¼) of the Southwest One-Quarter (SW¼) of the Northeast One-Quarter (NE¼); and

   The East One-Quarter (E¼) of the Northwest One-Quarter (NW¼) of the Southwest One-Quarter (SW¼) of the Northeast One-Quarter (NE¼); and

   The West One-Quarter (W¼) of the Northwest One-Quarter (NW¼) of the Southwest One-Quarter (SW¼) of the Northeast One-Quarter (NE¼); and

For Clerk Finance

Jr
3

The Northeast One-Quarter (NE¼) of the South-east One-Quarter (SE¼) of the Northwest One-Quarter (NW¼), less the West 141.70 feet thereof; and

The Southeast One-Quarter (SE¼) of the South-east One-Quarter (SE¼) of the Northwest One-Quarter (NW¼); and

The West One-Half (W½) of the Southeast One-Quarter (SE¼) of the Northwest One-Quarter (NW¼); and

The Northeast One-Quarter (NE¼) of the South-west One-Quarter (SW¼) of the Northwest One-Quarter (NW¼); and

The Southeast One-Quarter (SE¼) of the North-east One-Quarter (NE¼) of the Northwest One-Quarter (NW¼), less the East 166.70 feet thereof; and

The Southwest One-Quarter (SW¼) of the North-east One-Quarter (NE¼) of the Northwest One-Quarter (NW¼); and

The Southeast One-Quarter (SE¼) of the North-west One-Quarter (NW¼) of the Northwest One-Quarter (NW¼), less the West 333.40 feet thereof,

all of the foregoing being of Section 22, Township 48 South, Range 42 East, and all less all road rights of way.

2. The following described territory is hereby designated as ONE FAMILY DWELLING R-1C DISTRICT, according to Sections 12.1 through 12.11 of the Zoning Regulations:

The West One-Quarter (W¼) of the Southwest One-Quarter (SW¼) of the Northwest One-Quarter (NW¼) of the Northeast One-Quarter (NE¼); and

The East One-Quarter (E¼) of the Southeast One-Quarter (SE¼) of the Northeast One-Quarter (NE¼) of the Northwest One-Quarter (NW¼); and

The West 141.70 feet of the Northeast One-Quarter (NE¼) of the Southeast One-Quarter (SE¼) of the Northwest One-Quarter (NW¼); and

The West 333.40 feet of the Southeast One-Quarter (SE¼) of the Northwest One-Quarter (NW¼) of the Northwest One-Quarter (NW¼); and

The Southwest One-Quarter (SW¼) of the North-west One-Quarter (NW¼) of the Northwest One-Quarter (NW¼), less the West 165.00 feet thereof,

all of the foregoing being of Section 22, Town-ship 48 South, Range 42 East, and all less all road rights of way.

3. The following described territory is hereby designated as **TRAILER PARK T-1 DISTRICT**, according to Sections 19.1 through 19.12 of the Zoning Regulations:

   The East One-Half (E½) of the West One-Half (W½) and the West One-Half (W½) of the East One-Half (E½) of the Northwest One-Quarter (NW¼) of the Southwest One-Quarter (SW¼) of the Northeast One-Quarter (NE¼) of Section 22, Township 48 South, Range 42 East, less all road rights of way.

4. The following described territory is hereby designated as **GENERAL BUSINESS B-3 DISTRICT**, according to Sections 23.1 through 23.8 of the Zoning Regulations:

   The West 165.00 feet of the Southwest One-Quarter (SW¼) of the Northwest One-Quarter (NW¼) of the Northwest One-Quarter (NW¼) of Section 22, Township 48 South, Range 42 East, less all road rights of way.

5. The following described territory is hereby designated as **GENERAL INDUSTRIAL M-3 DISTRICT**, according to Sections 27.1 through 27.6 of the Zoning Regulations:

   The South One-Half (S½); and

   The Northeast One-Quarter (NE¼), excepting therefrom the North One-Half (N½) of the Southwest One-Quarter (SW¼) and the South One-Half (S½) of the Northwest One-Quarter (NW¼) and the Southwest One-Quarter (SW¼) of the Northeast One-Quarter (NE¼); and

   The North One-Half (N½) of the North One-Half (N½) of the Northwest One-Quarter (NW¼); and

   The Southwest One-Quarter (SW¼) of the Northwest One-Quarter (NW¼), excepting therefrom the Northeast One-Quarter (NE¼), and including that portion known as **FREEWAY CENTER** as recorded in Plat Book 49 at Page 43 of the public records of Broward County, Florida,

   all of the foregoing being of Section 22, Township 48 South, Range 42 East, and all less all road rights of way.

This resolution shall supersede all resolutions which adopted building and zoning regulations within the herein described territory to the extent in which they conflict with this resolution.

Adopted and effective this 13th day of May, 1960.

STATE OF FLORIDA )
) ss
COUNTY OF BROWARD )

I, Frank H. Marks, Clerk of the Circuit Court in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of a resolution adopted by the said Board of County Commissioners at its regular meeting held on the 13th day of May 1960, as appears of record in the Minutes of said Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of July A. D. 1960.

FRANK H. MARKS, CLERK

By Annabelle Brown
Deputy Clerk

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
FRANK H. MARKS
CLERK OF CIRCUIT COURT

76- 31346

A RESOLUTION ADOPTING BUILDING AND ZONING REGULATIONS IN CERTAIN TERRITORY WITHIN BROWARD COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 48 SOUTH, RANGE 42 EAST, AND RESCINDING ALL PREVIOUS RESOLUTIONS IN CONFLICT HEREWITH.

WHEREAS, the Broward County Zoning Board has held public hearing and has made formal recommendation,

NOW, THEREFORE, BE IT RESOLVED by the Broward County, Florida, Board of County Commissioners that the Building and Zoning Regulations hereinafter set forth by reference are hereby adopted in the territory within Broward County, Florida, described as follows:

All of the following parcels in the unrecorded plat of Pompano Farms lying in the North half of Section 22, Township 48 South, Range 42 East, more particularly described as:

Tracts 1 through 4, 8 through 21, 42 through 46, 58 and 62, 64 through 69, and the South 155.05 feet of Tract 33 less R/W, and all that part of Tract 61 and West 133.30 feet of Tract 60 lying North of the Easterly extended North right-of-way line of N.W. 32nd Street.

Said lands situate, lying, and being in Broward County, Florida.

Section 1.1 through 53.6 of the Zoning Regulations as recorded in Official Record Book 2294 at Pages 551 through 749 of the public records of Broward County, Florida, and subsequently amended, are adopted as prescribed and indicated hereinafter within the territory as designated.

All the territory covered by this resolution is hereby designated as M-3 GENERAL INDUSTRIAL DISTRICT, according to Section 40.1 through 40.6 of the Zoning Regulations.

This resolution shall supersede all resolutions which adopted building and zoning regulations within the herein described territory to the extent in which they conflict with this resolution.

Adopted and effective this 13th day of FEBRUARY 1976.

2-2-76

OFF REC 9495 PAGE 287

STATE OF FLORIDA )
) SS
COUNTY OF BROWARD )

I, L. A. Hester, County Administrator in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners at its regular meeting held on the 13th day of February, 1976, as appears in record in the Minutes of said Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of February, A. D. 1976.

L. A. HESTER
COUNTY ADMINISTRATOR

By Juanita D. Mogle
Deputy

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

OFF REC 6495 PAGE 288

ZONING DISTRICTS

SINGLE FAMILY DISTRICTS

MULTIPLE-FAMILY DISTRICTS

BUSINESS DISTRICTS

INDUSTRIAL DISTRICTS

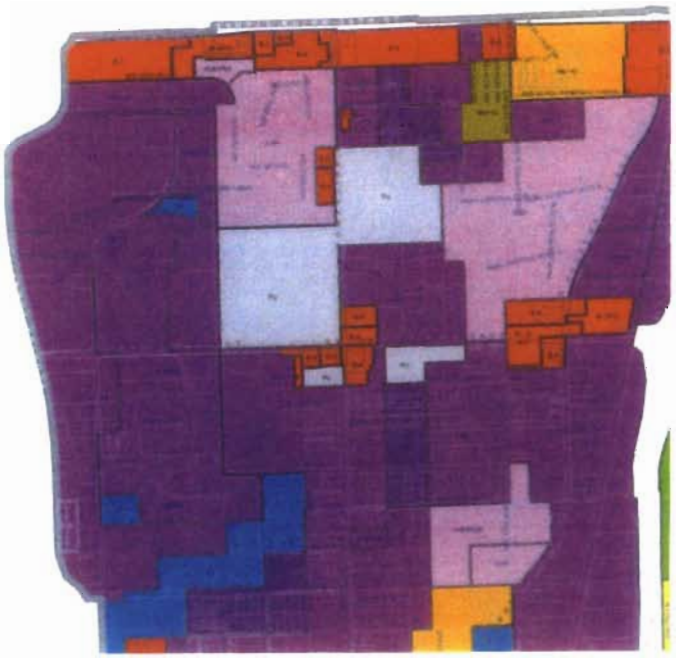
RECREATIONAL DISTRICTS

COMMERICAL RECREATIONAL

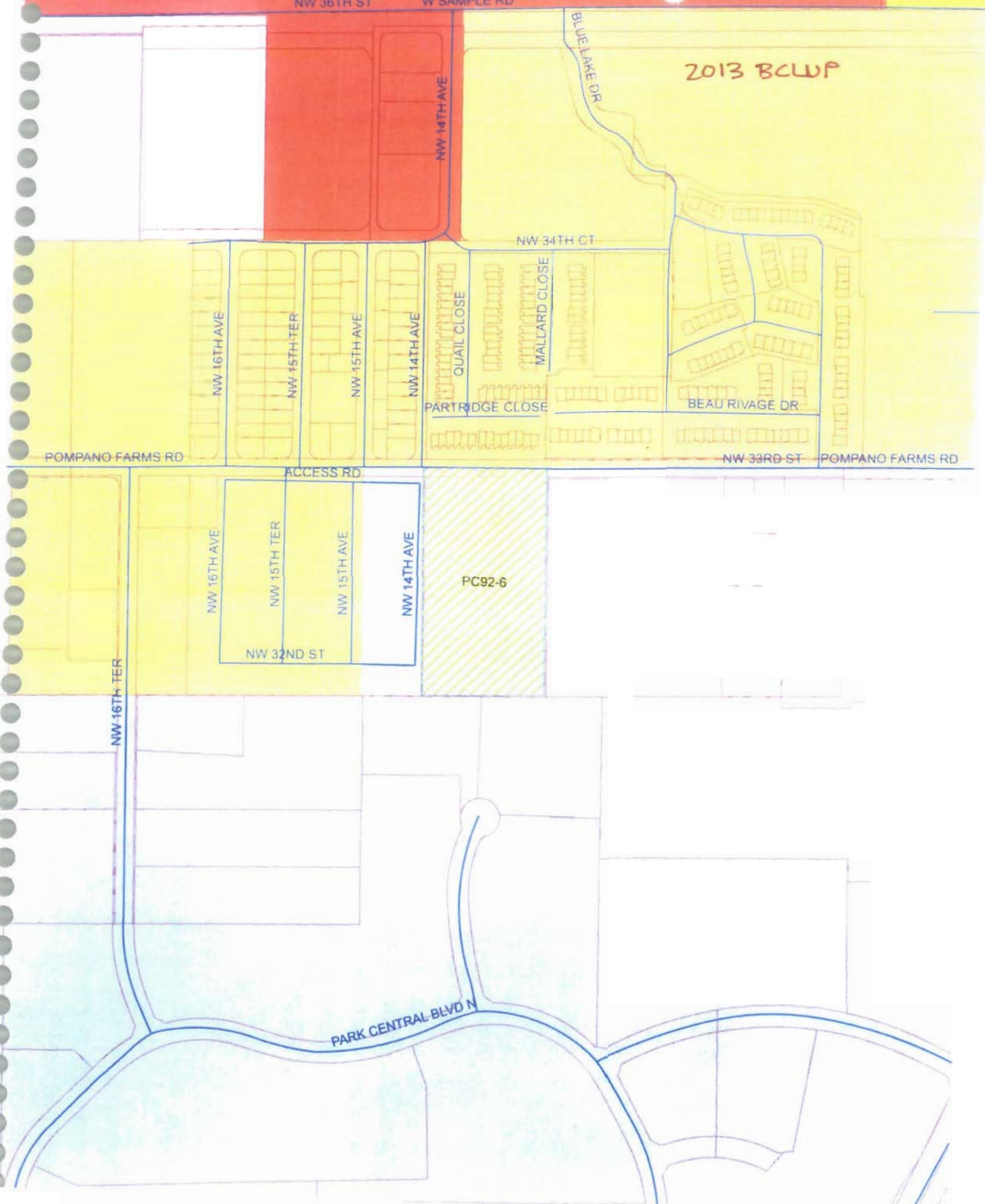
COMMUNITY FACILITIES

TRANSPORTATION DISTRICT

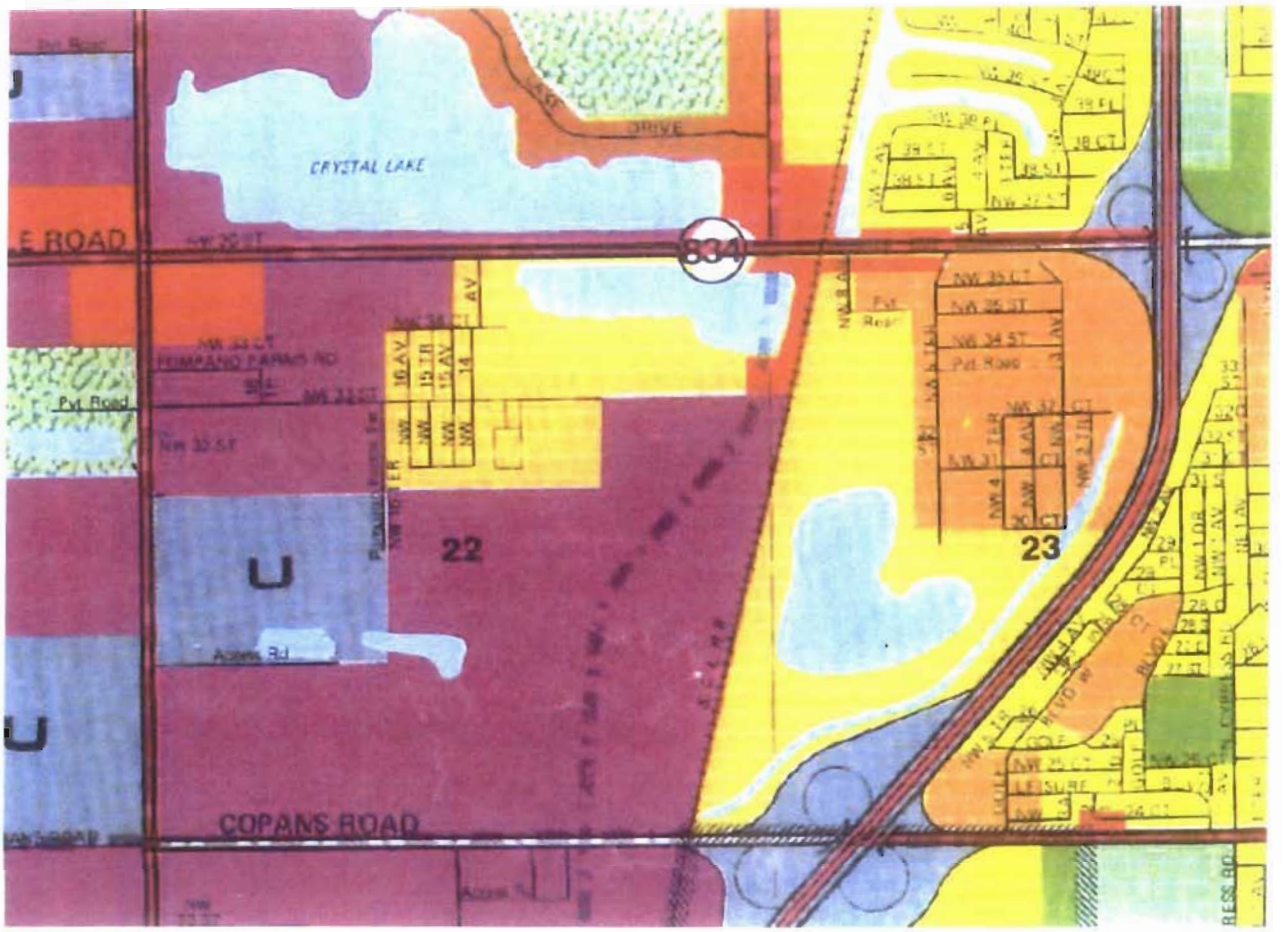
# Map Updated: Febr



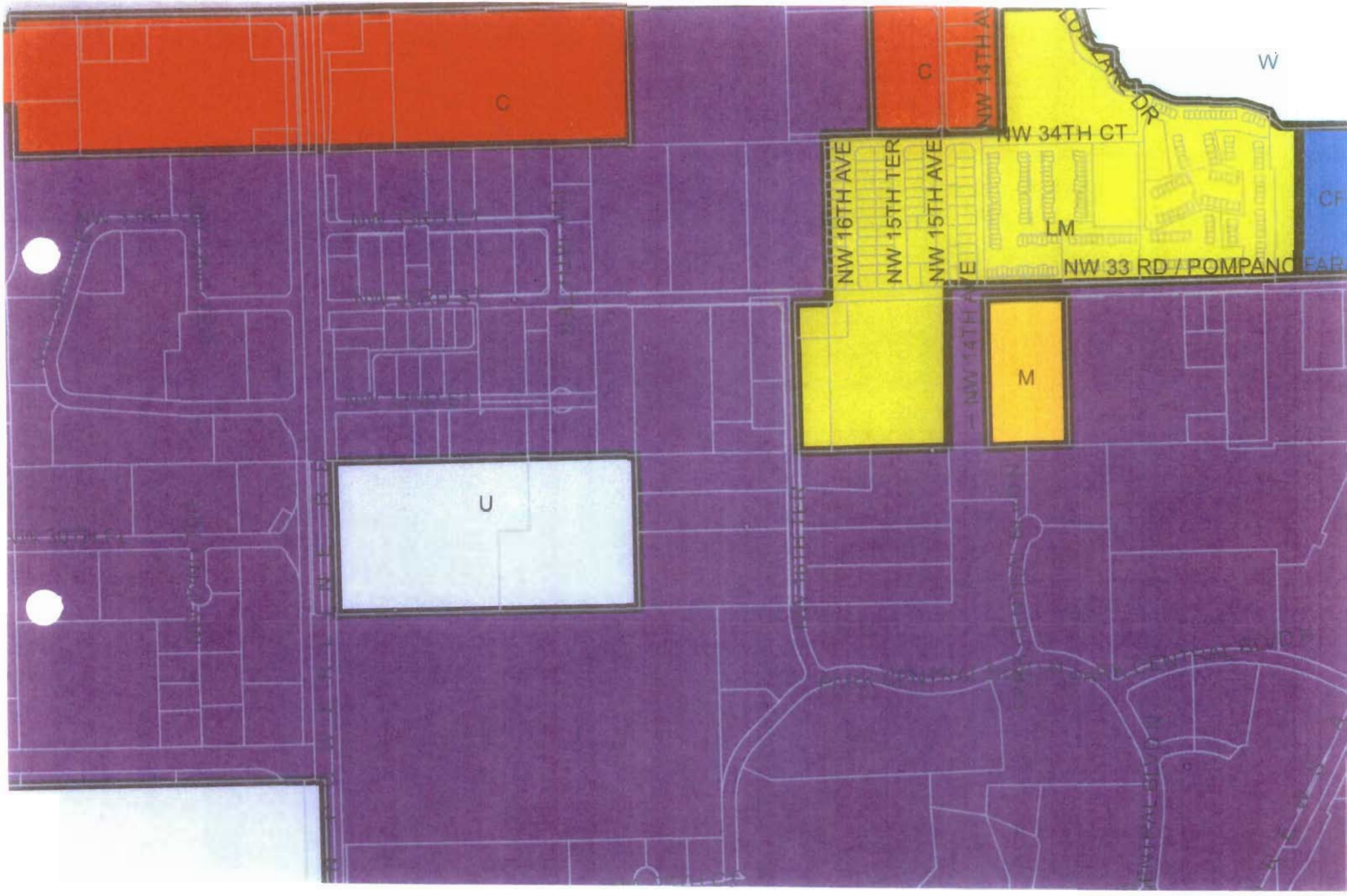
# ATTACHMENT 1



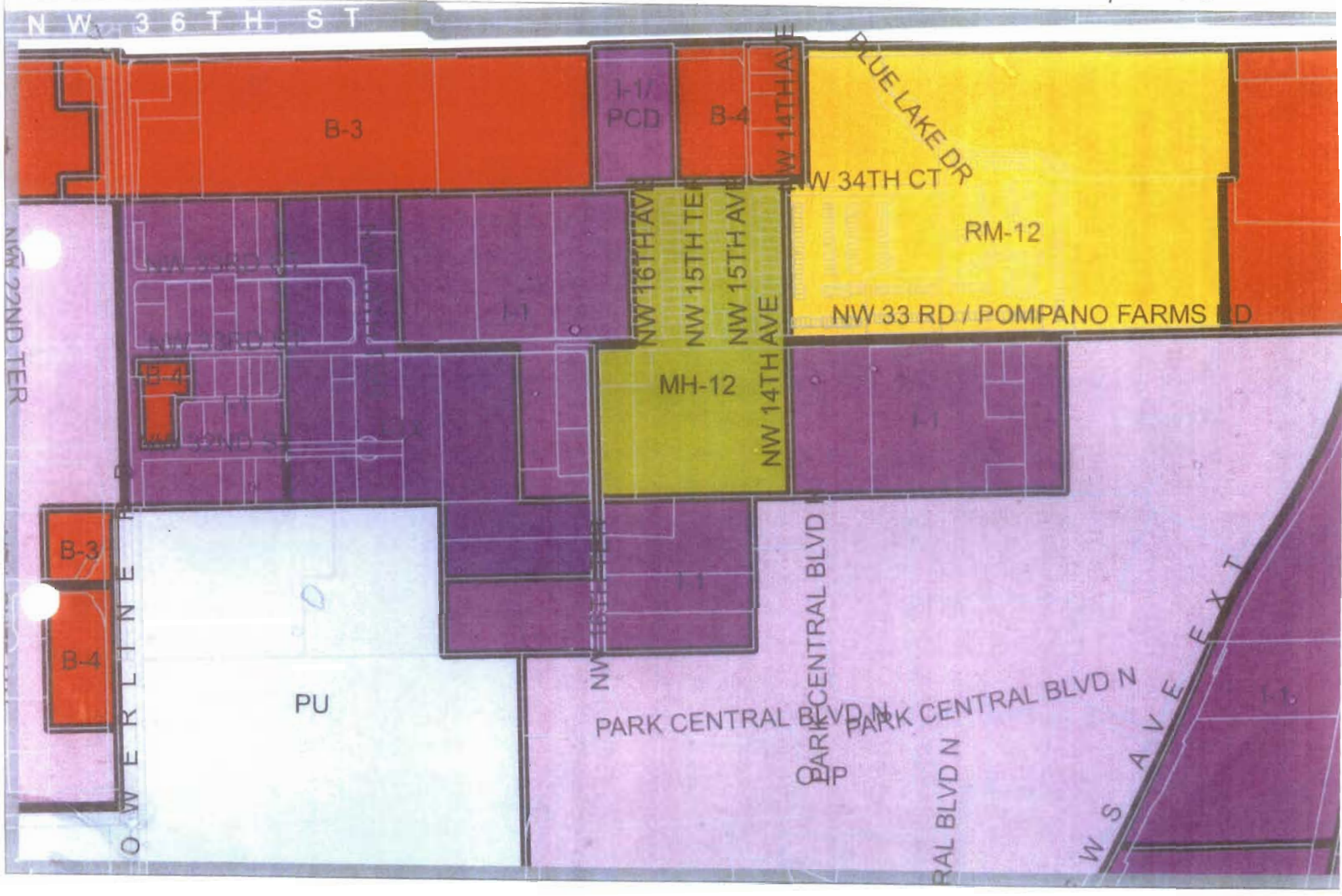
# ATTACHMENT 2



FUTURE LANDUSE MAP - updated JAN 8, 2013



ZONING MAP updated Feb. 11, 2013



76- 31346

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Adopted and effective this 13th day of FEBRUARY 1976.

2-Z-76

OFF REC 6495 PAGE 287

STATE OF FLORIDA )
) SS
COUNTY OF BROWARD )

I, L. A. Hester, County Administrator in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners at its regular meeting held on the 13th day of February, 1976, as appears in record in the Minutes of said Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of February, A. D. 1976.

L. A. HESTER
COUNTY ADMINISTRATOR

By Juanita D. Mogle
Deputy

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

60- 67795

OFF. REC. 1975 PAGE 456

RECEIVED
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CLERK
AUDITOR'S OFFICE

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The East One-Quarter (E¼) of the Southeast One-Quarter (SE¼) of the Northeast One-Quarter (NE¼) of the Northwest One-Quarter (NW¼); and

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4. The following described territory is hereby designated as **GENERAL BUSINESS B-3 DISTRICT**, according to Sections 23.1 through 23.8 of the Zoning Regulations:

   The West 165.00 feet of the Southwest One-Quarter (SW¼) of the Northwest One-Quarter (NW¼) of the Northwest One-Quarter (NW¼) of Section 22, Township 48 South, Range 42 East, less all road rights of way.

5. The following described territory is hereby designated as **GENERAL INDUSTRIAL M-3 DISTRICT**, according to Sections 27.1 through 27.6 of the Zoning Regulations:

   The South One-Half (S½); and

   The Northeast One-Quarter (NE¼), excepting therefrom the North One-Half (N½) of the Southwest One-Quarter (SW¼) and the South One-Half (S½) of the Northwest One-Quarter (NW¼) and the Southwest One-Quarter (SW¼) of the Northeast One-Quarter (NE¼); and

   The North One-Half (N½) of the North One-Half (N½) of the Northwest One-Quarter (NW¼); and

   The Southwest One-Quarter (SW¼) of the Northwest One-Quarter (NW¼), excepting therefrom the Northeast One-Quarter (NE¼), and including that portion known as **FREEWAY CENTER** as recorded in Plat Book 49 at Page 43 of the public records of Broward County, Florida,

   all of the foregoing being of Section 22, Township 48 South, Range 42 East, and all less all road rights of way.

This resolution shall supersede all resolutions which adopted building and zoning regulations within the herein described territory to the extent in which they conflict with this resolution.

Adopted and effective this 13th day of May, 1960.

STATE OF FLORIDA )
) ss
COUNTY OF BROWARD )

I, Frank H. Marks, Clerk of the Circuit Court in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of a resolution adopted by the said Board of County Commissioners at its regular meeting held on the 13th day of May 1960, as appears of record in the Minutes of said Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of July A. D. 1960.

FRANK H. MARKS, CLERK

By Annabelle Brown
Deputy Clerk

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
*FRANK H. MARKS*
CLERK OF CIRCUIT COURT

# Exhibit 6

## Letter from Waste Management

RONALD KAPLAN
Authorized House Counsel
Member NJ Bar Only
WASTE MANAGEMENT INC. OF FLORIDA
2700 WILES ROAD
POMPANO BEACH, FL 33073
954.984.2021
954.984.2057 FAX
rkaplan@wm.com

August 15, 2014

Michael Vonder Meulen
Keith & Associates Inc.
301 East Atlantic Blvd.
Pompano Beach, Florida 33060

Re: 1600 NW 33rd Street, Pompano Beach

Dear Mr. Vonder Meulen:

This responds to your August 14, 2014 email requesting confirmation that there is sufficient capacity for solid waste disposal resulting from the Land Use Plan Amendment for the above property. As I understand your email, the 2.413 acre tract will be converted from Industrial to Low Medium Residential Use. Following your analysis, such a change will result in a net reduction in solid waste demand. Accordingly, the Waste Management facilities that service Pompano Beach will certainly have capacity for managing the solid waste generated from this project.

Please note that the narrative under Section D 2 (Solid Waste Analysis) requires several non-substantive corrections. The City is party to a disposal agreement with Waste Management Inc. of Florida ("WMIF") that requires solid waste to be managed at WMIF's Reuter Recycling Facility in Pembroke Pines. WMIF has the right to direct the waste to its Class I sanitary landfill (Monarch Hill Landfill, formerly known as Central Landfill) or other WMIF facilities. Monarch Hill is owned by WMIF, not Waste Management Inc. The landfill is located in the unincorporated Broward County but has a Pompano Beach mailing address. WMIF does not lease land to Broward County for the waste-to-energy plant adjacent to Monarch Hill Landfill (the North Plant). The North Plant is a Wheelabrator Environmental Services facility that is on property owned by the Waste Management family of companies. The Wheelabrator waste-to-energy plant in Davie (the South Plant) is on property owned by Broward County and is

subject to a lease for the plant site and the accompanying ash landfill that is adjacent thereto. Finally, WMIF is Pompano Beach's collection contractor, not Waste Management Inc.

Sincerely,

NALD M. KAPLAN
Authorized House Counsel- Florida

# Exhibit 7

Public School
Public Impact Application

# PUBLIC SCHOOL IMPACT APPLICATION

The School Board of Broward County, Florida
Growth Management Section
Facility Planning and Real Estate Department
600 SE 3rd Avenue, 8th Floor, Fort Lauderdale, FL 33301; Phone: 754-321-2177, Fax: 754-321-2179
www.browardschools.com

## GENERAL PROJECT INFORMATION

### APPLICATION TYPE

☒ Land Use ☐ DRI ☐ Rezoning ☐ Flex/Reserve Allocation ☐ Plat ☐ Site Plan

### FOR INTERNAL USE ONLY

School Board Number

County Project Number | City Project Number

Project Name: 1600 Corporation - Mobile Home Park

Has this project been previously submitted (since Feb. 01, 2008) ? No | If yes, provide the SBBC Number

Application Fee Amount Due/Paid* | Check No. | Is proof of Payment attached?

* Make check payable to "School Board of Broward County." No cash will be accepted.

### PROJECT LOCATION AND SIZE

Section: 22 | Township: 48 South | Range: 42 East

General location of the project: South | Side of: NW 33rd Street. (Pompano Farms Road)

at/between: NW 14th Avenue | and: NW 15th Avenue

Area Acreage: 2.4088 | Jurisdiction: Pompano Beach

### APPLICANT INFORMATION

Owner's Name: 1600 Corporation | Phone: 954-942-6633

Address: 33 SE 5th Street | City: Boca Raton | State: FL | Zip: 33432

Developer/Agent: Keith & Associates, Inc

Address: 301 East Atlantic Blvd. | City: Pompano Beach | State: FL | Zip: 33060

Phone: 954-788-3400 | Fax Number: 954-788-3500

Agent's E-mail: mvondermeulen@keith-associates.com

### DEVELOPMENT DETAILS

Land Use Designation | Existing: Industrial | Proposed: Low Medium Residential 5-10

| Zoning Designation | Existing | MH-12 | Proposed | MH-12 |
|---|---|---|---|---|

| PERMITTED | | | | | | PROPOSED | | |
|---|---|---|---|---|---|---|---|---|
| **Residential Type** | **Total Units** | **Built Units** | **Bedroom Mix** | **Un-built Units** | **Bedroom Mix** | **Residential Type** | **Number of Units** | **Bedroom Mix** |
| Single Family | | | _____3 BR or Less<br>_____4 BR or > | | _____3 BR or Less<br>_____4 BR or > | Single Family | | _____3 BR or Less<br>_____4 BR or > |
| Townhouse/ Duplex/ Villa | | | _____1 BR or Less<br>__2 BR__3 BR or > | | _____1 BR or Less<br>__2 BR__3 BR or > | Townhouse/ Duplex/ Villa | | _____1 BR or Less<br>__2 BR__3 BR or > |
| Garden Apartment | | | _____1 BR or Less<br>__2 BR__3 BR or > | | _____1 BR or Less<br>__2 BR__3 BR or > | Garden Apartment | | _____1 BR or Less<br>__2 BR__3 BR or > |
| Mid Rise | | | | | | Mid Rise | | |
| High Rise | | | | | | High Rise | | |
| Mobile Home | 24 | 24 | ____2 BR or Less<br>_____3 BR or > | 0 | ____2 BR or Less<br>_____3 BR or > | Mobile Home | 24 | ____2 BR or Less<br>_____3 BR or > |
| Total | 24 | 24 | | 0 | | Total | 24 | |

Does this project include a non-residential development? No

If yes, please describe other proposed uses

## VESTED RIGHTS/EXEMPTION INFORMATION

Amount of Vested/Exempt development (including number of units, type, and bedroom mix)

24 Mobile Homes have existed on the property for decades.
LUPA is to bring exiting property into conformance

| Exemption Criteria (check any/all as applicable) | Vesting Criteria (check any/all as applicable) | Associated Application Number |
|---|---|---|
| X Generates less than one student* | ____ Located within previously approved plan amendment or rezoning with a valid mitigation agreement with the School Board through an executed and recorded DRC or Tri-Party* | |
| _____ Age restricted to persons 18 and over* | ____ Obtained site plan final approval prior to February 1, 2008* | |
| _____ Statutory exemption*<br>_____ Applicable Statute* | _____ Site plan located within a plat for which school impacts have been satisfied* | |
| _____ Site Plan located within a plat with a valid final SCAD letter* | | Associated Plat Number: _____ |

***Supporting documentation is required***

Signature of Applicant/Agent: _____ Date: _____

***Please attach a survey of the project site***
***NOTE: 30-Day review period only commences upon a determination of completeness by School District Staff. Applicant submitting a plat application must include an official letter containing plat name and municipal project number and must indicate that the plat has been approved or accepted by the municipality***
***ALL APPLICANTS MUST SUBMIT THE APPLICATION TO THE 8th FLOOR***

# Exhibit 8

Letter from Broward County
Transportation Department

**Transportation Department**
Transit Division – Service and Capital Planning
1 North University Drive, 3400A, Plantation, Florida 33324

June 12, 2014

Michael Vonder Meulen, AICP, Senior Planner
Keith and Associates, Inc.
301 East Atlantic Blvd, Pompano Beach, Florida 33060

RE: 1600 NW 33rd Street – Pompano Beach Land Use Plan Amendment

Dear Mr. Vonder Meulen:

Broward County Transit (BCT) has reviewed your request dated June 6, 2014 regarding the 1600 NW 33rd Street, Pompano Beach Land Use Plan Amendment, for current and planned bus service. Typical transit riders will walk up to a quarter-mile to a bus stop and a half-mile to a train station.

Broward County Transit and Pompano Community Bus Service is approximately 1400 feet (greater than a quarter of a mile) north of the amendment site along Sample Road. Additionally, this site is serviced by the Pompano Beach Tri-Rail station which is within the half a mile walking distance.

In addition, there are no transit improvements specified in the Transit Development Plan (TDP) and the Broward MPO Long Range Transportation Plan (LRTP) to the Amendment Site. Sidewalk and bicycle improvements are the recommended mode for this Amendment Site. Please call or email me at 954-357-8450 / jramos@broward.org if you require any additional information.

Sincerely,

John A. Ramos, Senior Planner
Service and Capital Planning

Broward County Board of County Commissioners
Sue Gunzburger • Dale V.C. Holness • Kristin Jacobs • Martin David Kiar • Chip LaMarca • Stacy Ritter • Tim Ryan • Barbara Sharief • Lois Wexler
www.broward.org

# Exhibit 9

Letter from Broward County
Water Management Division

Public Works Department - Water and Wastewater Services
**WATER MANAGEMENT DIVISION**
2555 West Copans Road • Pompano Beach, Florida 33069 • 954-831-0751 • FAX 954-831-3285

Michael Vonder Meulen, AICP
Keith and Associates, Inc.
301 East Atlantic Blvd
Pompano Beach, Florida 33060

FROM: Joe Heilman
Broward County Water Management Division

SUBJECT: 1600 NW 33rd Street

Mr. Meulen

The information in your LUPA package is essentially correct. Our office has no objection to this LUPA.

Sincerely,

Joe Heilman
Natural Resource Specialist II
Broward County Water Management Division
2555 W. Copans Road, Pompano Beach, FL 33069
Office:(954)-831-0764
Fax:(954) 831-3285
E-mail: JHeilman@Broward.org

June 19, 2014

Broward County Board of County Commissioners
Sue Gunzburger • Dale V.C. Holness • Kristin Jacobs • Martin David Kiar • Chip LaMarca • Stacy Ritter • Tim Ryan • Barbara Sharief • Lois Wexler
www.broward.org

# Exhibit 10

Letter from Broward County
Water and Wastewater
Engineering Division

BROWARD COUNTY
FLORIDA

Public Works Department • Water and Wastewater Services
**WATER AND WASTEWATER ENGINEERING DIVISION**
2555 West Copans Road • Pompano Beach, Florida 33069 • 954-831-0745 • FAX 954-831-0798/0925

June 6, 2014

Mr. Mike Vonder Meulen, AICP
Keith & Associates, Inc.
301 East Atlantic Boulevard
Pompano Beach, FL 33060

**RE: 1600 NW 33 Street – Land Use Amendment**

Dear Mr. Vonder Meulen:

I received your analysis for the proposed small scale Land Use Plan Amendment (LUPA) for 2.413 acres located south of NW 33rd between NW 14th and NW 15th Avenue in, Pompano Beach, Florida. The proposed LUPA is within the Broward County Water and Wastewater Services (WWS) service area; District 2.

The water and wastewater mains on NW 33rd Avenue have the capacity to accommodate the proposed demand of the LUPA. WWS does not maintain any pipes on the property; they are privately owned and are not under our jurisdiction.

The area is served by the Broward County North Regional Wastewater Treatment Plant (NRWWTP). The plant has a Total Permitted Average Day Operating Capacity of 95.0 million gallons per day (MGD). The current average daily flow is 70.2 MGD and has an outstanding committed flow of 1.19 MGD; totaling 71.39 MGD. According to the Broward County Sanitary Sewer Element the capacity of the plant satisfies the short and long term (2025) regional needs of the County.

Water to the site is provided by the 2A Water Treatment Plant which is supplied by the North Regional Well-Field (NRW) and the 2A Well-Field. Total Permitted Maximum Day Operating Capacity of the plant is 40 MGD; permit expiration date is 6/30/2013. Daily Average Flow is 12.10 MGD and the outstanding flow commitment against the treatment plant capacity is 0.32 MGD; totaling 12.42 MGD. According to the Broward County Potable Water Element, the capacity of the plant satisfies the short and long term (2025) regional needs of District 2.

The result of your analysis assumed a sanitary sewer demand and a potable water demand for the existing land use of 2,413 GPD and a total demand of 7,200 GPD for the new use proposed in the LUPA; with a projected increase in demand of 4,787 GPD. The water and wastewater demand of the proposed land use can be accommodated under the existing conditions mentioned above. The LUPA is located in the Pompano Beach customer area termed "Large User" by the agreement between the City and the County for the provision of water and sewer services. The County's obligation to provide service is limited to the terms of the agreement and the capacities agreed upon by Pompano Beach.

Please contact me if you have any questions.

Sincerely,

Mario C. Aispuro
Land Development Project Coordinator

MA/sh

cc: 2014 General Correspondence- Land Use Amendment

# Exhibit 11

Ordinance 2014-42

Ord. 10

ORDINANCE NO. 2014-42

CITY OF POMPANO BEACH
Broward County, Florida

**AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING PROPERTY LYING APPROXIMATELY 802 FEET EAST OF NW 16TH TERRACE AND SOUTH OF SAMPLE ROAD (S.R. 834) FROM I-1 (GENERAL INDUSTRIAL) TO MH-12 (MOBILE HOME PARK); PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach, Florida; and

**WHEREAS**, a public hearing before the City Commission was held pursuant to the aforesaid notice, at which hearing the parties in interest and all other citizens so desiring, had an opportunity to be, and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1**. That the City Commission of the City of Pompano Beach, having considered the evidence and argument presented at the public hearing, finds:

**SECTION 2**. That the property more particularly described in Exhibit "A," attached hereto and made a part hereof ("Property), which Property is hereby rezoned from a present zoning classification of I-1 (General Industrial) to MH-12 (Mobile Home Park) as said zoning classification is defined by Chapter 155 of the Code of Ordinances of the City of Pompano Beach, Florida.

**SECTION 3**. That the Development Services Director is hereby directed to mark the zoning provided for in this Ordinance on the Official Zoning Map of the City of Pompano Beach.

**SECTION 4**. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 6**. This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this 27th day of May, 2014.

**PASSED SECOND READING** this 10th day of June, 2014.

**LAMAR FISHER, MAYOR**

**ATTEST:**

**MARY L. CHAMBERS, CITY CLERK**

GBL/jrm
5/14/14
l:ord/2014-273

# Exhibit A

## LEGAL DESCRIPTION

The West one-half (W½) of the East one-half (E½) of the Northwest one-quarter (NW¼) of the Southwest one-quarter (SW¼) of the Northeast one-quarter (NE¼); AND the East one-half (E½) of the West one-half (W½) of the Northwest one-quarter (NW¼) of the Southwest one-quarter (SW¼) of the Northeast one-quarter (NE¼); AND ALSO the West 10.00 feet of the East one-half (E½) of the Northwest one quarter (NW¼) of the Southwest one-quarter (SW¼) of the Northeast one-quarter (NE¼); less the North 25 feet thereof; all in Section 22, Township 48 South, Range 42 East, Broward County, Florida.

Said land situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 216,222 square feet or 4.9638 acres more or less.

ALSO KNOWN AS:
The West 10 feet of Tract 46, and all of Tracts 47 and 48 of the unrecorded Plat of Pompano Farms.

# Exhibit 12

Checks (2)

THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

**1600 CORPORATION**
**DBA PARKRIDGE MOBILE HOME PARK**
**AGT AC COMMERCIAL PROPERTY MANAGEMENT LLC**

**BB&T**
605 N. ORLANDO AVE
WINTER PARK, FL 32789
63-9138/2631

**1250**

**DATE** 12/11/2013

**PAY TO THE ORDER OF** City of Pompano Beach

**$** **7,000.00

Seven Thousand and 00/100**********

**DOLLARS**

City of Pompano Beach
Business Tax Receipt Division
100 W. Atlantic Blvd.
Pompano beach, FL 33060

**MEMO** Zoning Application Both Parks

⑈001250⑈ ⑆263191387⑆00001489592 26⑈

THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

**1600 CORPORATION**
**DBA PARKRIDGE MOBILE HOME PARK**
**AGT AC COMMERCIAL PROPERTY MANAGEMENT LLC**

**BB&T**
605 N. ORLANDO AVE
WINTER PARK, FL 32789
63-9138/2631

**1251**

**DATE** 12/12/2013

**PAY TO THE ORDER OF** Broward County

**$** **12,146.00

Twelve Thousand One Hundred Forty-Six and 00/100**********

**DOLLARS**

Broward County

**MEMO** Application for Change of Land Use

⑈001251⑈ ⑆263191387⑆00001489592 26⑈

Meeting Date: October 27, 2015 Agenda Item 45

REQUESTED COMMISSION ACTION:

___ Consent X Ordinance ___ Resolution ___ Consideration/ Discussion ___ Presentation

SHORT TITLE **AN ORDINANCE AMENDING CHAPTER 34, "CITY POLICY," OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 34.107, "POSITION CLASSIFICATION PLAN," BY CREATING THE POSITIONS OF STRATEGIC PERFORMANCE MANAGER, BUSINESS DEVELOPMENT SPECIALIST, COLLECTION SPECIALIST, SENIOR PLANNER, CAPITAL IMPROVEMENT PROJECT MANAGER, CEMETERY SEXTON, ANALYTICS ASSISTANT, SANITATION SUPERVISOR, FLEET OPERATIONS SUPERVISOR AND FIRE RESCUE LIEUTENANT; BY RECLASSIFYING THE POSITION OF EXECUTIVE SECRETARY; BY RECLASSIFYING AND RETITLING THE ECONOMIC DEVELOPMENT COORDINATOR TO ECONOMIC DEVELOPMENT MANAGER; AND BY RETITLING THE DRAFTING TECHNICIAN TO ENGINEERING TECHNICIAN; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE**

## Summary of Purpose and Why:

This Ordinance will effect changes to the Classification Pay Plan to accurately reflect the approved positions in the 2015 - 2016 fiscal year budget and will as reflect position changes.

(1) Origin of request for this action: City Manager
(2) Primary staff contact: Michael Smith, Human Resources Director 786-5549
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: Fiscal impact is estimated based on anticipated hiring salaries and benefits of $631,600.

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Human Resources | 10.14.2015 | Approve | |
| Finance | 10.14.2015 | Approve | |
| Budget | 10.19.2015 | Approve | |
| City Manager | 10. .2015 | Approve | |
| City Attorney | 10.16.2015 | Reviewed for Form & Correctness | |

ACTION TAKEN BY COMMISSION:

| Ordinance | Resolution | Consideration | Workshop |
|---|---|---|---|
| 1st Reading | 1st Reading | Results: | Results: |
| 2nd Reading | | | |

pompano beach
Florida's Warmest Welcome

# HUMAN RESOURCES

Michael Smith, Human Resources Director
E: michael.smith@copbfl.com | P: 954.786.4626 | F: 954.786.5553

**DATE:** October 15, 2015

**TO:** Dennis Beach, City Manager

**FROM:** Michael W. Smith, Human Resources Director

**SUBJECT:** **Amendment to Position Classification Plan**

---

This is to amend the City Ordinance 34.107 which will add and reclassify positions within the "Position Classification Plan" to reflect position changes which were included in the City's budget for FY 2015-2016. Fiscal impacts include cost of salary and benefits and are estimated based on anticipated hiring rates.

**New Positions**

Analytics Assistant – Utilities Department

This new position will be in the Utilities Department under the Water Administration Division. The position will be responsible for performing a variety of functions related to data analysis, project tracking and general administration. This is a non-bargaining position and recommended at pay grade 19. Fiscal Impact $69,000

Senior Planner – Development Services Department

The department currently has three zoning technicians, who manage five advisory boards and complete the majority of the city's minor permitting. The department needs a dedicated person to oversee the work of the employees managing the advisory boards and the building permit reviews. The Senior Planner would supervise, train, counsel, and direct the zoning technicians, subordinate planners and/or interns. This is a non-bargaining position and recommended at pay grade 29. There will be no financial impact with this position as the incumbent is already receiving assignment pay at this pay level.

Strategic Performance Manager – Budget Office

The Budget office is requesting the position of Strategic Performance Manager to manage and coordinate the citywide performance management and quality improvement programs, such as Lean Six Sigma, by developing and managing a data driven focus. This is a non-bargaining position and recommended at pay grade 33. Fiscal Impact $134,000.

Capital Improvement Project Manager – Engineering Office

The Engineering office is requesting that the current incumbent who is receiving assignment pay to assume the duties of Capital Improvement Project Manager. This new position is created to oversee the entire capital improvement project in the City of Pompano Beach. This is a non-bargaining position and recommended at pay grade 34. There will be no immediate financial impact with this new position because the amount of assignment pay the incumbent is currently receiving will be absorbed into their base pay

Cemetery Sexton, Sanitation Supervisor and Fleet Operations Supervisor – Public Works Department

These three new positions will be assigned to the Public Works Department. The duties of these positions are currently performed by three employees. These positions will enhance the efficiency of the department. The position as the Cemetery Sexton is non-bargaining and recommended at pay grade 22. The positions of Sanitation Supervisor and Fleet Operations Supervisor are also non-bargaining and recommended at pay grade 24. There will be no financial impact with these three reclassifications as the incumbents are already receiving assignment pay at this pay level.

Collection Specialist – Finance Department

This position is part of the restructuring of the Finance Department. The position reflects the specific duties of collecting and monitoring the City's delinquent account receivables. This is a non-bargaining position and recommended at pay grade 28.
Fiscal Impact- $105,000, however, it is anticipated that this position will also generate additional revenue.
Business Development Specialist – General Services Department

This is currently a part-time position in the General Services Department. The department is requesting the position to be full-time. The incumbent in this position will be responsible for assisting with the development of Local/Small Business Enterprises (Local/SBE's) and increasing participation of contractors and subcontractors for the procurement of goods and services with the City. This is a non-bargaining position and recommended at pay grade 19. Fiscal Impact- $50,000

**Reclassified Positions**

Executive Secretary and Economic Development Manager – City Manager's Office

The City Manager's office is requesting reclassification of these two positions. The position of Executive Secretary is a highly responsible position that requires independent judgment. This position wears many hats and performs many duties for the City Manager, Mayor and five Commissioners. This position is being reclassified from a pay grade 24 to a pay grade 25. No immediate fiscal impact as the incumbent's salary is within the new range. She will be eligible for merit increases in the future.

The current position of Economic Development Coordinator has a title change to Economic Development Manager and a pay grade change of 33 to a pay grade 29.This position will assist, encourage and support existing Pompano Beach businesses with growth and expansion and to help develop a business environment conducive for the attraction of job opportunities and increased economic benefits for the residents of Pompano Beach. There will be no financial impact in making this change. The incumbent is currently receiving assignment pay.

Engineering Technician – Engineering Division

This position will be reclassified from a Drafting Technician to an Engineering Technician. This title only change will align the position with industry standards. There will be no financial impact in making this change and the pay grade will remain the same.

Fire Rescue Lieutenant – Fire Department

This position was created in the 2013–2016 IAFF collective bargaining agreement (CBA). This position provides supervision of paramedics on the Rescue units. The pay grade 27 for this position will be the same as the pay grade for a Driver Engineer. This position was funded the last two years as a daily assignment. This fiscal year, in accordance with the CBA, the position is formally established as a promotional rank. Fiscal Impact based on anticipated upgrades and overtime when position incumbents are absent is $270,000.

**ORDINANCE NO. 2016- _____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**AN ORDINANCE AMENDING CHAPTER 34, "CITY POLICY," OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 34.107, "POSITION CLASSIFICATION PLAN," BY CREATING THE POSITIONS OF STRATEGIC PERFORMANCE MANAGER, BUSINESS DEVELOPMENT SPECIALIST, COLLECTION SPECIALIST, SENIOR PLANNER, CAPITAL IMPROVEMENT PROJECT MANAGER, CEMETERY SEXTON, ANALYTICS ASSISTANT, SANITATION SUPERVISOR, FLEET OPERATIONS SUPERVISOR AND FIRE RESCUE LIEUTENANT; BY RECLASSIFYING THE POSITION OF EXECUTIVE SECRETARY; BY RECLASSIFYING AND RETITLING THE ECONOMIC DEVELOPMENT COORDINATOR TO ECONOMIC DEVELOPMENT MANAGER; AND BY RETITLING THE DRAFTING TECHNICIAN TO ENGINEERING TECHNICIAN; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

**WHEREAS**, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That Section 34.107, "Position Classification Plan," of Chapter 34, "City Policy," shall be amended as follows:

## § 34.107 POSITION CLASSIFICATION PLAN.

. . .

*Position Classification Plan*

| *Job Code* | *Job Title* | *Scheduled Hours Per Week* | *Position Classification (Pay Grade)* |
|---|---|---|---|
| General Clerical | | | |
| . . . | | | |
| 128 | Executive Secretary | 40 | ~~24~~ 25 |
| . . . | | | |
| Fiscal and Administrative | | | |
| . . . | | | |
| 212 | Strategic Performance Manager | 40 | 33 |
| . . . | | | |
| 223 | Economic Development ~~Coordinator~~ Manager | 40 | ~~33~~ 29 |
| . . . | | | |
| 231 | Business Development Specialist | 40 | 19 |
| . . . | | | |
| 268 | Collection Specialist | 40 | 28 |
| . . . | | | |
| 272 | Senior Planner | 40 | 29 |
| . . . | | | |
| 290 | Capital Improvement Project Manager | 40 | 34 |

*Position Classification Plan*

| *Job Code* | *Job Title* | *Scheduled Hours Per Week* | *Position Classification (Pay Grade)* |
|---|---|---|---|
| General | | | |
| . . . | | | |
| 323 | Cemetery Sexton | 40 | 21 |
| . . . | | | |
| Water and Sewer Service | | | |
| . . . | | | |
| 474 | Analytics Assistant | 40 | 19 |
| Supervisory | | | |
| . . . | | | |
| 589 | Sanitation Supervisor | 40 | 24 |
| . . . | | | |
| 594 | Fleet Operations Supervisor | 40 | 24 |
| . . . | | | |
| Technical and Engineering | | | |
| 608 | ~~Drafting~~ Engineering Technician | 40 | 24 |
| . . . | | | |
| Fire Department | | | |
| . . . | | | |
| 709 | Fire Rescue Lieutenant | (1) | 27 |
| . . . | | | |

**SECTION 2.** If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect any provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

**SECTION 3.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this _____ day of _____, 2015.

**PASSED SECOND READING** this _____ day of _____, 2015.

_____

**LAMAR P. FISHER, MAYOR**

**ATTEST:**

_____

**ASCELETA HAMMOND, CITY CLERK**

:jrm
10/12/15
l:ord/ch34/2015-486

**CITY OF POMPANO BEACH** **JOB CODE 128**
**CLASS DESCRIPTION**

# EXECUTIVE SECRETARY

## GENERAL

Specialized, administrative and very responsible secretarial work for the City Manager. Supervision and direction is received from the Manager who confers with the employee on unusual or complex administrative and legal problems. Supervision may be exercised over subordinate clerical personnel.

## EXAMPLES OF ESSENTIAL DUTIES

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Acts as secretarial and administrative assistant to the City Manager.
- Interprets administrative policy and decisions as explained and directed.
- Performs public relations function with the public, department heads, officials and personnel and visitors.
- Coordinates meetings, conferences and appointments for the City Manager.
- Prepares weekly Commission Agenda by inputting information into the computer, copying, and distributing.
- Takes and transcribes difficult technical dictation if necessary.
- Prepares reports and records.
- Takes calls and answer inquiries.
- Opens and sorts mail.
- Composes correspondence independently and maintains records and files.
- Maintains some accounting, payroll, and other department bookkeeping records.
- Maintains official records.
- Processes purchase orders.
- Sorts and opens mail daily for the City Manager and City Commission.
- May take and transcribe minutes of meetings.
- Processes all materials for meetings.
- Prepares special reports at the request of the City Manager.
- Performs travel arrangements for the City Manager.
- Collects information from a variety of sources and compiles data for special and periodic reports.
- Prepares the department or staff payroll, prepares and maintains departmental personnel records.
- May supervise clerical or secretarial employees.
- Supervises the flow of communications for the office.
- Supervises and trains subordinate clerical employees.
- Performs related work as required.

The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

## KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of standard office practices, procedures, equipment and secretarial techniques.
- Knowledge of business English, spelling and arithmetic.
- Skill in operating standard office, word processing, and computer equipment.
- Ability to interpret and apply policies and procedures.
- Ability to make difficult arithmetic calculations and to set up complex forms and statistical tables.
- Ability to type, take, and transcribe dictation accurately at a reasonable rate of speed.
- Ability to plan and supervise the work of others.
- Ability to establish and maintain effective working relationships with other employees.
- Ability to work independently in the absence of specific instruction.
- Ability to understand and follow written and verbal instructions.
- Ability to establish and maintain effective working relationships with other employees, City officials, and the general public.
- Ability to communicate effectively, both verbally and in writing, using excellent English.
- Ability to meet the public effectively.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all City ethics and conflicts of interest policies. A strong understanding of ethical behavior is required.
- Ability to establish and maintain effective working relationships with the general public, co-workers, City officials, and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability, or political affiliation.
- Ability to maintain regular and punctual attendance.

## MINIMUM QUALIFICATIONS

Graduation from high school or equivalent G.E.D.; commercial college or business school training. Extensive experience in progressively responsible secretarial work.

A comparable amount of training and experience may be substituted for the minimum qualifications.

## PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various technological items such as a personal computer (PC), calculator, copier, and fax machine (not limited to these). No significant standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, sitting, standing, pushing, and pulling. Must be able to sit for long periods of time while using a computer.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Rev** 09/15
**Bargaining Unit:** Non- Bargaining
**FLSA:** Non-Exempt
**Pay Grade/Group:** 25/50
**Location:** City Manager's Office
**GERS:** Regular Class

**CITY OF POMPANO BEACH** **JOB CODE 212**
**CLASS DESCRIPTION**

# STRATEGIC PERFORMANCE MANAGER

## GENERAL

This is professional and administrative work conducting strategic planning, management studies and developing performance tracking methodologies for the Budget Office and the City Manager. Position coordinates efforts to enhance organizational performance and effectiveness.

An employee assigned to this classification is responsible for strategic planning elements, assisting departmental staff with the development of performance plans, continuous process improvement, business modeling, and organizational assessment.

Work is performed under the strategic direction of the City Manager and daily supervision by the Assistant to the City Manager for Budget and Strategic Planning. Work is reviewed through conferences, reports and observation of results achieved.

## ESSENTIAL JOB FUNCTIONS

(These examples are intended only as illustrations of the various kinds of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

- Assists in developing of long term strategic plans and annual operating performance plans and works with departmental staff to establish outcome goals and define clear program strategies for measuring performance for results and to create citizen-centered customer service measures.
- Assists departmental staff in developing performance measures, tracks outcomes of city programs, as well as developing efficiency and quality measures and metrics for day-to-day management decision making.
- Assists departmental staff in preparation of business plans and performance objectives aligned with the strategic plan and with clear performance measures and performance benchmarks.
- Works with departmental staff and teams to review programs and processes and to solve operational problems.
- Develops measures to manage performance data being collected to provide meaningful information to day-to-day managers and policy makers. Collects and analyzes information on how resources are managed, how they are acquired, how they are used.
- Conducts planning and implementation related to organizational performance and accomplishments.
- Plans, executes, and supervises assigned special projects
- Performs related duties as assigned.

The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

## KNOWLEDGE, SKILLS, & ABILITIES

- Knowledge of organization theory, public administration, budgeting concepts and practices, contemporary management practices, practical concepts of organizational planning and performance, and strong capabilities to motivate and persuade individuals and groups to action.
- Knowledge of generally accepted accounting principles and generally accepted auditing standards.

- Knowledge of principles and practices of governmental accounting, governmental financial management, governmental budgeting, and service efforts and accomplishments.
- Knowledge of principles, practices, and techniques of performance, data processing, performance management concepts, methodology and implementation techniques, including balanced scorecard.
- Knowledge in developing/managing original research for business organizations including survey development, analysis of results into actionable forms, and presentation of research and results to executive audiences.
- Knowledge of high performance organizational principles.
- Knowledge of cost benefit analysis as applied to accounting and financial management.
- Knowledge of internal control tools and techniques.
- Knowledge of management techniques and the ability to apply them to create effective and efficient service.
- Ability to collect, compile, analyze and interpret data. Strong quantitative analysis capability including mastery of business statistical techniques.

## MINIMUM QUALIFICATIONS

Bachelor's degree in Public Administration, Accounting, Business Administration, Economics or related field and five (5) years of progressively responsible experience in financial reporting structures, analytical review techniques or performance management implementation, strategic planning, or any equivalent combination of related training and experience. An MBA or MPA may substitute for one year of experience. Lean Six Sigma Black Belt certification is preferred. Selected candidate will be required to obtain the Lean Six Sigma Black Belt certification within 1 year of hire, if not already obtained. Local government experience and the ability to use mini tab statistical model is preferred.

A comparable amount of training and experience may be substituted for the minimum qualifications.

## PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a, personal computer, calculator, copier, and fax machine. No significant standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, pushing, and pulling. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus associated with the constant use of computer monitors. The noise level in the work environment is usually moderately quiet.

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Rev 09/15**
**Bargaining Unit:** Non-Bargaining
**FLSA:** Exempt
**Pay Grade/Group:** 33/50
**Location:** Budget Office
**GERS:** Regular Class

**CITY OF POMPANO BEACH** **JOB CODE 223**
**CLASS DESCRIPTION**

# ECONOMIC DEVELOPMENT MANAGER

## GENERAL

This is high level advanced professional work performing a wide range of business and economic development tasks. Work is performed under administrative direction of the Assistant City Manager in the City Manager's Office.

## EXAMPLES OF ESSENTIAL DUTIES

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Develops economic development goals and objectives and assists in implementing economically advantageous commercial projects.
- Coordinates a variety of activities related to business development, expansion, and retention.
- Prepares and presents reports of economic development projects.
- Conducts business and industry studies, assessing economic impact of business relocations, planning business recruitment strategies, marketing and attraction programs, and coordinating job growth and training incentive programs.
- Researches and develops long term objectives, strategies, and approaches to urban redevelopment and revitalization, business incentives, and economic impact.
- Assists in the implementation of economic development plans, initiatives, and grant projects.
- Serves as staff liaison to the Pompano Beach Economic Development Council and provides assistance to facilitate efficient private sector (business)/ City/ County/ and other municipal relationships; including: The Greater Ft. Lauderdale/ Broward Alliance, the Broward County Office of Economic and Small Business Development and Enterprise Florida.
- Conducts meetings/workshops with the business community; prepares and presents economic development plans and information.
- Monitors, evaluates, and amends goals and action programs in the work plan to achieve stated objectives.
- Performs related work as required.

The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

## KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of economic development principles, practices, laws, and procedures.
- Knowledge of federal and state programs available for economic development.
- Knowledge of macro and micro economic principles.
- Knowledge of urban planning and redevelopment.
- Knowledge of financial analysis, negotiations, project management and proposal and grant writing.
- Skill in developing and giving presentations.

- Ability to exercise substantial independent judgment and decision making in planning and executing assignments.
- Ability to communicate effectively in writing, orally, and in presentation.
- Ability to work independently, organizes, and executes assignments with minimum supervision.
- Ability to use MS Office and any other software.
- Ability to conduct research and analyze data.
- Ability to prepare and maintain reports, distribute and present information.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all City ethics and conflicts of interest policies. A strong understanding of ethical behavior is required.
- Ability to establish and maintain effective working relationships with the general public, co-workers, elected and appointed officials, the private sector and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability or political affiliation.
- Ability to maintain regular and punctual attendance.

## MINIMUM QUALIFICATIONS

Graduation from an accredited four-year college or university with major course work in business or public administration, economics, urban planning, law, or related fields; thorough experience in urban planning, economic and/or community development, or marketing.

A comparable amount of training and experience may be substituted for the minimum qualifications.

## PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various technological items such as a personal computer (PC), calculator, copier, and fax machine (not limited to these). No significant standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, pushing, and pulling. Must be able to sit for long periods of time while using a computer.

## SPECIAL REQUIREMENTS

Possession of a valid, appropriate driver's license and an acceptable driving record.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Rev** 09/15
**Bargaining Unit:** Non-Bargaining
**FLSA:** Exempt
**Pay Grade/Group:** 29/50
**Location:** City Manager's Office
**GERS: Regular Class**

**CITY OF POMPANO BEACH** **JOB CODE 321**
**CLASS DESCRIPTION**

# BUSINESS DEVELOPMENT SPECIALIST

## GENERAL

Under supervision of the General Services Director, this position assists with the development of Local/Small Business Enterprises (Local/SBE's) to increase participation as contractors and subcontractors for the procurement of goods and services. The Business Development Specialist is responsible for encouraging and fostering the participation of Local/SBE's in the Central Procurement activities of the City.

## ESSENTIAL JOB DUTIES

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Advocate and liaison between the Local/SBE Vendors and the City.
- Organize, attend, and participate in special events and promotions advocating Local/SBE vendor participation in City projects.
- Serve as a spokesperson for the Purchasing Department at special events.
- Promote Local/SBE vendors doing business with the City through a combination of brochures, mass mailings, public presentations, radio promotions, special events, the Internet, social media, outreach activities, and campaigns.
- Establish and maintain effective relationships with Local/SBE vendors.
- Collaborate with the City's Chamber of Commerce on Local/SBE opportunities with the City.
- Assist Local/SBE's with City RFP/Bid process, insurance and bonding requirements, and other knowledge and skills businesses need to perform under a public contract.
- Data entry of Local/SBE contact information into NaviLine and other data entry responsibilities as assigned.
- Employ resourcefulness and ingenuity in conducting research and analysis.
- Develop requirements for user departments to track Local/SBE use.
- Conduct a study to determine feasibility of sheltered market for local businesses.
- Assists with the distribution of collateral materials (printed and other forms), web site postings and updates, newsletters, flyers, etc.
- Performs analysis and related duties as assigned.

The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

## KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of computer programs and applications for outreach including multimedia forums, constant contact or equivalent, social networks (Facebook, Twitter, & Instagram) & e-blasts.

- Knowledge of Adobe Photoshop, Illustrator, InDesign, and the RFP/Bid process.
- Knowledge in Microsoft Office Applications.
- Skills in making visual and oral presentations.
- Ability to engage merchants and business owners in the process of community outreach.
- Ability to establish and maintain effective working relationships with supervisors, peers, and the public.
- Ability to communicate effectively, written and oral.
- Ability to work a flexible schedule including night and weekends.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all city ethics and conflicts of interest policies. A strong understanding of ethical behavior is required.
- Ability to establish and maintain effective working relationships with the general public, co-workers, city officials and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability or political affiliation.
- Ability to maintain regular and punctual attendance.

## MINIMUM QUALIFICATIONS

Must have Public Administration Degree and other related degrees. Applicant must be able to work a flexible schedule including some nights and weekends.

A comparable amount of training and experience may be substituted for the minimum qualifications.

## PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a, personal computer, calculator, copier, and fax machine. No significant moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, and pulling. Sedentary position with the ability to see, read, talk, handle or feel objects and controls. Physical abilities include frequent light lifting up to 10 lbs. and occasionally up to 20 lbs., walking, standing, pushing, reaching and grasping. The noise level in this environment is usually quiet in an inside office setting.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**10/15**
**Bargaining Unit:** Non-bargaining
**FLSA:** Non-Exempt
**Pay Grade/Group:** 19/50
**Location:** Purchasing
**GERS:** Regular Class

**CITY OF POMPANO BEACH** **JOB CODE 268**
**CLASS DESCRIPTION**

# COLLECTIONS SPECIALIST

## SUMMARY

Under limited supervision performs accounting and clerical duties associated with collecting and monitoring the City's delinquent account receivables; work is performed in the Finance Department.

## EXAMPLES OF ESSENTIAL DUTIES

*(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)*

- Reviews existing collection practices, contracts, City ordinances and resolutions and state/federal laws governing collections and makes suggestions to improve collection efforts;
- Develops general collection procedures and standard operating procedures for analyzing properties with City liens and other encumbrances;
- Develops written policies, standard operating procedures, and forms for payment plans and settlements with debtors;
- Manages contracts with the City's outside collection agency and prepare monthly reports detailing collection efforts for review by the Finance Director;
- Develop a mechanism for identifying properties with multiple City liens to streamline effective collection actions;
- Acts as a liaison between the Finance Department and other City departments in enforcing collection policies and procedures and coordinate collection activities with the City Attorney's Office and outside collection agencies/attorneys;
- Make recommendations for special and/or temporary programs to increase collections and promote compliance (Eg. Amnesty Programs);
- Identify opportunities for improving the effectiveness and efficiency of information systems related to collections;
- Input data and create spreadsheets and reports that analyze the progress of collection efforts;
- Prepares collection correspondence and follows up on delinquent accounts with individuals who wish to negotiate payments plans and/or settlements with the City;
- Regularly coordinate with the City's Community Redevelopment Agency and Office of Housing and Urban Improvement and other City departments for strategic collection enforcement efforts;
- Processes write-offs and account adjustments based on approved payment/settlement plans, as appropriate;
- Responds to customer inquiries/complaints; and
- Provides training/feedback to City departments on how to improve collections.
- Performs related duties as assigned.

The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

## KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of collection practices, laws, and techniques.
- Knowledge of basic accounting principles and procedures.
- Knowledge of customer service principles and techniques.
- Ability to use general office equipment such as telephone, fax, printers, copiers, calculators, and computers.
- Ability to deal effectively with the general public.
- Ability to resolve customer service issues.
- Ability to analyze and problem solve accounts.
- Ability to communicate effectively, both orally and in writing.
- Ability to use spreadsheets.
- Able to make efficient use of Internet resources.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all city ethics and conflicts of interest policies.
- Ability to establish and maintain effective working relationships with the general public, co-workers, city officials and members of diverse cultural and linguistic backgrounds. regardless of race, religion, age, sex, disability, sexual orientation or political affiliation.
- Ability to maintain regular and punctual attendance.

## MINIMUM QUALIFICATIONS

Associate degree from an accredited college or university in Business Administration or related field, and five (5) years municipal or county government delinquent collections experience. A valid Florida driver's license is required.

*A comparable amount of training and experience may be substituted for the minimum qualifications.*

## PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various technological items such as a personal computer (PC), calculator, copier, and fax machine (not limited to these). No significant standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, pushing, and pulling.

*Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

8/15
**Bargaining Unit:** Non-bargaining
**FLSA:** Exempt
**Pay Grade/Group:** 28/50
**Location:** Finance Department
**GERS:** Regular Class

**CITY OF POMPANO BEACH** **JOB CODE 272**
**CLASS DESCRIPTION**

# SENIOR PLANNER

## GENERAL

This is a senior level position in the Planning and Zoning Division. The individual in this position is responsible for the execution, development and implementation of the division's work programs, projects and studies. This position provides supervision, training and direction to subordinate staff. Work is performed with considerable independence and initiative under the direction of the Principal Planner. Some functions are similar to those of the Planner level, though the Senior Planner often leads or is significantly involved with larger, more complex planning assignments.

## EXAMPLES OF ESSENTIAL DUTIES

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Supervise, train, counsel, and direct Zoning Technicians and/or planners
- Oversee the department's advisory board process
- Manage the division's building permit review process
- Conduct technical research studies and provide technical advice
- Prepare interpretations and policies related to code implementation and department wide procedures
- Review building permit plans for compliance with the applicable Zoning Code and Sign Code requirements.
- Process applications and requests for Site Plan Approval, Plat, Special Exception, Variance, Temporary Permit, Abandonment, Rezoning, Adjustment of Development Standards, etc.
- Review, process applications, prepare reports, and make recommendations for the Development Review Committee, the Architectural Appearance Committee, the Planning and Zoning Board, the Zoning Board of Appeals, and the City Commission.
- Make presentations before the Development Review Committee, the Architectural Appearance Committee, the Planning and Zoning Board, the Zoning Board of Appeals, and the City Commission.
- Propose code amendments and additions to the Zoning Code and Sign Code.
- Perform and initiate related work as required.

The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

## KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of sources of information, current literature and recent developments regarding urban planning.
- Knowledge of research techniques.

- Knowledge of public administration with particular reference to county and municipal administration.
- Knowledge of Microsoft Word, Excel and GIS
- Skilled at problem-solving to gather relevant information to solve less well- defined planning problems
- Ability to interpret construction drawings and site plans.
- Ability to communicate and express ideas effectively both orally and in writing.
- Ability to present and discuss ideas to groups of people.
- Ability to read and interpret city ordinances and related legal documents.
- Ability to prepare and present complex reports.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all city ethics and conflicts of interest policies.
- Ability to establish and maintain effective working relationships with the general public, co-workers, city officials and members of diverse cultural and linguistic backgrounds, regardless of race, religion, age, sex, disability, sexual orientation or political affiliation.
- Ability to maintain regular and punctual attendance.

## MINIMUM QUALIFICATIONS

Master's degree in Urban Planning, Landscape Architecture, Civil Engineering or related field required. AICP certification preferred. Two years of professional work experience in planning required. Three years of experience and supervisory experience preferred. The Sr. Planner must have the knowledge of the Florida Growth Management Act (Chapter 163) and Broward County Land Use Plan. Advanced professional planning experience of comprehensive planning, land use, and zoning codes are required. Strong analytical, writing and verbal skills are required. Experience with computer is necessary.

A comparable amount of training and experience may be substituted for the minimum qualifications.

## PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle, or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment such as, but not limited to, a personal computer, calculator, copier, and fax machine. No significant moving, climbing, carrying, crawling, pushing, and pulling.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Rev** 08/15
**Bargaining Unit:** General Employees
**FLSA:** Exempt
**Pay Grade/Group:** 29/50
**Location:** Development Services
**GERS:** Regular Class

**CITY OF POMPANO BEACH** **JOB CODE 290**
**CLASS DESCRIPTION**

# CAPITAL IMPROVEMENT PROJECT MANAGER

## GENERAL

This is a highly responsible professional and managerial position that oversees the City's Capital Improvement Projects. Work is performed under direct supervision of the City Engineer in the Engineering Department.

## EXAMPLES OF ESSENTIAL DUTIES

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Provides independent analysis/preparation of cost estimates for proposed design-build and construction during contract negotiations.
- Evaluates and reviews design and construction reports and documents for accuracy.
- Administers the preparation and processing of construction cost estimates and proposed construction completion schedules.
- Reviews and coordinates approvals for contract change orders, Agenda Reports, professional service agreements, budget resolutions, amendments, work authorizations and final payments.
- Establishes and maintains systems, and a database of, capital project costs and schedule estimates.
- Assists consultants and contractors in dealing with the County relative to project estimates, schedules, contract documents, payments, and other items as required.
- Plans and develops internal policies and procedures as they relate to construction project management.
- Researches and prepares position statements with recommendations regarding capital construction program policy and procedure.
- Performs related duties as assigned.

The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

## KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of the principles and practices of engineering, architecture, construction management, and project management as applied to maintaining and updating project cost and schedule estimates.
- Knowledge of the principles and practices of project management and construction contracting.
- Knowledge of engineering principles.
- Knowledge of how to read architectural and engineering drawings on AUTOCAD.
- Knowledge of information management policies, practices, and techniques.

- Knowledge of practices, trends, developments and information sources in the field of construction project cost and schedule estimating.
- Knowledge of government procurement procedures.
- Knowledge of government funding, budgeting, and purchasing requirements.
- Knowledge of accounting principles relative to budget and construction contract adherence.
- Skill in using MS Office and any other software/applications.
- Skill in drafting and giving presentations.
- Ability to express ideas and communicate effectively, both orally and in writing.
- Ability to review highly technical and complex construction documents.
- Ability to gather and analyze data and prepare written reports on findings.
- Ability to multitask, organize, and prioritize in a busy environment.
- Ability to perform in a demanding environment and produce high-quality work products in a timely manner.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all City ethics and conflicts of interest policies. A strong understanding of ethical behavior is required.
- Ability to establish and maintain effective working relationships with the general public, co-workers, City officials, and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability, or political affiliation.
- Ability to maintain regular and punctual attendance.

## MINIMUM QUALIFICATIONS

Bachelor's degree from an accredited institution in Project or Construction Management with coursework in Accounting and/or Finance and 4 years experience in managing construction projects and contracts.

A comparable amount of training and experience may be substituted for the minimum qualifications.

## PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various technological items such as a personal computer (PC), calculator, copier, and fax machine (not limited to these). No significant standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, pushing, and pulling. Must be able to sit for long periods of time while using a computer.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Rev** 09/15
**Bargaining** Unit: Non-Bargaining
**FLSA:** Exempt
**Pay Grade/Group:** 34/50
**Location:** Engineering Department
**GERS:** Regular Class

**CITY OF POMPANO BEACH** **JOB CODE 323**
**CLASS DESCRIPTION**

# CEMETERY SEXTON

## GENERAL

Work is performed under general supervision. Oversees plans and participates in the daily operation and maintenance of the City's cemetery. Provides consolation and consultation services to the bereaved.

## EXAMPLES OF ESSENTIAL DUTIES

- Schedules and supervises crew in performing cemetery and columbarium maintenance activities, columbarium entombment, and other related amenities, such as, planting and trimming hedges and shrubs, grading and sodding graves, seeding, watering fertilizing, and mowing.
- Lays out burial plots according to maps.
- Perform administrative record keeping of lot sales, burials, location of graves; sells burial plots and memorials.
- Communicates with Funeral Directors and families.
- Handles concerns of the family members, such as, scheduling funerals, opening of graves, and making other funeral arrangements.
- Operates tractor for digging graves, when needed.
- Checks grave markers list and supervises the placing of markers and monuments
- Handles complaints and grievances from the public
- Prepares budget and revenue sources and projections
- Prepares periodic and special progress reports.
- Performs related duties as assigned.

The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

## KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of supervisory and administrative methods, procedures, principles, techniques and practices.
- Knowledge of clerical and financial records keeping in connection with cemetery business operations.
- Knowledge of the occupational hazards and safety precautions of the work and related equipment, tools and machinery operation.
- Knowledge of State, County, and local laws and regulations pertaining to cemetery operations.
- Knowledge of the type of clients served by cemetery employees.
- Ability to plan and supervise the work of maintenance personnel
- Ability to read and interpret cemetery map; tact in dealing with the public.

- Ability to establish and maintain effective working relationships with the general public, co-workers, city officials and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability or political affiliation.
- Ability to maintain regular and punctual attendance.
- Ability to communicate effectively, written and oral.

**MINIMUM QUALIFICATIONS**

High School Diploma or GED, an associate degree is preferred, and 2-4 years of experience in cemetery and grounds keeping work, including some supervisory or lead experience, or any equivalent combination of training and experience.

A comparable amount of training and experience may be substituted for the minimum qualifications.

**PHYSICAL REQUIREMENTS**

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a, personal computer, calculator, copier, and fax machine. Significant standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, pushing, and pulling. Ability to perform strenuous physical labor. Ability to lift up to 100 lbs.

**SPECIAL REQUIREMENTS**

Possession of a valid, appropriate CDL (Class B) Florida driver's license and an acceptable driving record

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**10/15**
**Bargaining Unit:** Non-bargaining
**FLSA:** Exempt
**Pay Grade/Group:** 21/50
**Location:** Public Works
**GERS:** Regular Class

**CITY OF POMPANO BEACH** **JOB CODE 474**
**CLASS DESCRIPTION**

# ANALYTICS ASSISTANT

## GENERAL

Responsible administrative, technical and clerical work in the collection, analyzing and reporting data. Performs a variety of functions related to data analysis, projects tracking and general administration. Work is performed under little direct supervision. Must possess intellectual curiosity and a commitment to data integrity and accuracy.

## EXAMPLES OF ESSENTIAL DUTIES

*(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)*

- Performs timekeeping and payroll functions for the unit.
- Enters requisitions, tracks purchase orders and maintains unit purchasing/vendor files.
- Tracks and enters data for the strategic plan, benchmarking and efficiency groups performance.
- Assists with budgeting and preparation of budgeting documents.
- Tracks capital replacement project account activity and documents.
- Tracks grant activity and assists with report preparation.
- Analyzes data and prepares reports to management.
- Downloads budgeting reports for review and analysis.
- Assists with document/manual preparation.
- Prepares documentation for Commission meetings for Capital Improvement Projects and other Department projects.
- Sets up meetings and prepares agendas/minutes.
- Performs related work as required.

The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

## KNOWLEDGE, SKILLS AND ABILITIES

- Ability to maintain accurate records and prepare detailed reports.
- Demonstrate proficiency with Microsoft Office programs. Proficiency with purchasing and work order databases preferred.
- Ability to track and analyze data in order to provide trends and identify opportunities for department improvement.
- Must communicate and interact with other employees and the public effectively using common English in both verbal and written format.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all city ethics and conflicts of interest policies. A strong understanding of ethical behavior is required.

- Ability to establish and maintain effective working relationships with the general public, co-workers, city officials and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability or political affiliation.
- Ability to maintain regular and punctual attendance.

## MINIMUM QUALIFICATIONS

Associates degree in Business, Analytics or other related field with 3 years experience. Bachelor's degree preferred. Utilities experience a plus.

*A comparable amount of training and experience may be substituted for the minimum qualifications.*

## PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone, computer and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a, personal computer, calculator, copier, and fax machine. Significant standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, pushing, and pulling.

## SPECIAL REQUIREMENTS

Incumbent will be required to work extended hours during and after hurricanes or other disasters.

*Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

A comparable amount of training and experience may be substituted for the minimum qualifications.

**10/15**
**Bargaining Unit:** Non-bargaining
**Pay Grade/Group:** 19/50
**FLSA:** Non-Exempt
**Location:** Utilities
**GERS:** Regular Class

**CITY OF POMPANO BEACH** **JOB CODE 589**
**CLASS DESCRIPTION**

# SANITATION SUPERVISOR

## GENERAL

This position is responsible for assisting the Solid Waste Operations Manager in developing, supervising and planning the citywide recycling program with city, residential and commercial property owners. This is an essential position; incumbent will be required to work extended hours during climatic weather related events or other emergencies.

## EXAMPLES OF ESSENTIAL DUTIES

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Assists in verifying hauler accounts and/or frequency of service by interacting with solid waste collection customers.
- Provides staff assistance to an administrative superior in specially assigned areas of operations.
- Instructs residents on procedures for collection of bulk trash/garbage/recyclables.
- Trains, coaches, evaluates, and reviews subordinates.
- Performs related work as required.
- Monitor contracted solid waste hauler performance to assure that all solid waste activities are performed as stipulated in the solid waste contract with the private vendors.
- Assists with all forms, compliance certifications and reports required regulatory agencies.
- Assists with local Hazardous Waste Collection Program.
- Enforces solid waste and recycling statutes, ordinances, and regulations.
- Visually inspects locations to determine compliance with local ordinances, regulations and codes with emphasis on solid waste and recycling compliance. Not limited to public trash cans, parks and other areas prone to illegal dumping.
- Interacts with solid waste contractor to investigate and resolve complaints.
- Deliver recycling bins to residents upon request.
- Routinely monitors city for matters pertaining to solid waste and recycling issues; schedule may require beginning at 6AM, ending after 7PM, including working on Saturdays and/or Sundays.
- Writes violation reports and other required department documentation and delivers notices of violations.
- Issues notices or orders to landlords and/or occupants with regard to violations of the solid waste ordinance, regulations and codes and conducts follow-up investigation for compliance.
- Assists other departments with solid waste violations and issues.
- Implements special projects, as needed.
- Assists and responds to customer complaints and other issues that arise.
- Maintains reports of activities as required.
- Operates one or more of the following list of equipment and/or machines: Front-end loader, bucket truck, backhoe, rear/side loading garbage truck, and dump truck.
- Occasionally operates smaller equipment.
- Performs manual laboring tasks.
- Performs routine first echelon maintenance to the equipment.
- Performs related work as required.

The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

## KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of the City's solid waste regulations, contracts, and other applicable state or county laws.

- Knowledge of the standard terminology, techniques, and practices of contract compliance.
- Ability to read maps and interpret jurisdictional boundaries.
- Ability to investigate potential flow control violations.
- Ability to engage in field work for extended periods and occasionally under adverse conditions (odorous and potentially confrontational).
- Ability to work very early a.m. hours on a regular basis and/or hours as dictated by the Director, which may include weekends.
- Ability to read maps.
- Ability to work independently and as part of a team.
- Ability to communicate effectively both orally and in writing.
- Ability to interpret codes, ordinances and regulations.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all City ethics and conflicts of interest policies. A strong understanding of ethical behavior is required.
- Ability to establish and maintain effective working relationships with the general public, co-workers, City officials, and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability, or political affiliation.
- Ability to maintain regular and punctual attendance.

## MINIMUM QUALIFICATIONS

High School diploma or equivalent. An Associates' Degree or higher in Environmental Sciences or related field is preferred. Must have at least (2) years of full-time technical or professional experience in environmental, sanitation or solid waste operations. Must possess or obtain a Level I Code Enforcement certification within 12 months of employment. Certification must be from the Florida Association of Code Enforcement (F.A.C.E.) and is required to be maintained.

A comparable amount of training and experience may be substituted for the minimum qualifications.

## PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various technological items such as a personal computer (PC), calculator, copier, and fax machine (not limited to these). Abilities include walking, standing, bending, climbing, kneeling, reaching, pushing, grasping, crouching, balancing, and pulling with the ability to move up to 100 lbs. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. While performing the duties of this job, the employee is occasionally exposed to; moving mechanical parts; high, precarious places; fumes or airborne particles; toxic or caustic chemicals; outside exposure to all weather conditions.

## SPECIAL REQUIREMENTS

Possession of a valid, appropriate Class B Commercial Driver's License (Class A preferred) and an acceptable driving record.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

08/15
**Bargaining Unit:** Non- Bargaining
**FLSA:** Exempt
**Pay Grade/Group:** 24/50
**Location:** Public Works
**GERS:** Regular Class

**CITY OF POMPANO BEACH** **JOB CODE**
**CLASS DESCRIPTION**

# FLEET OPERATIONS SUPERVISOR

## GENERAL

Highly skilled mechanical work of the journeyman that involves routine servicing and repairs of automobiles, trucks, tractors, lawn equipment. This is an essential position; incumbent will be required to work extended hours during climatic weather related events or other emergencies. Work is performed under general supervision of the Fleet Operations Manager.

## EXAMPLES OF ESSENTIAL DUTIES

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Coordinates outside vender repairs.
- Assures safe shop safety practices. .
- Generates work orders; schedules and prioritizes daily work. Checks work orders for completion and closes out work orders daily.
- Assist in Establishes procedures to comply with OSHA, Federal, State, County and City regulations.
- Supervises, coaches, trains, and evaluates subordinates.
- Makes determination if repair can be done now or must remain in shop.
- Prints and reviews PM schedule.
- Calls, using department to schedule repairs or PMs.
- Assigns priority based on type of equipment.
- Spot-checks completed work to insure correctness.
- Contacts using department upon completion of service.
- Reviews parts usage and inventory. Orders and receives stock parts. Follows up with vendors regarding parts and repairs.
- Make sure the office and shop is clean and uncluttered.
- Inputs parts into computer.
- Performs related work as required.

The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

## KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of the principles and techniques of automotive design and mechanical repair.
- Knowledge of the methods, materials, and tools required for automotive shop management.
- Knowledge of occupational hazards and safety requirements.
- Knowledge of the basic characteristics of equipment.
- Skill in the use of servicing equipment and tire repair tools.
- Ability to communicate effectively with the public both orally and in writing.
- Ability to follow oral instructions.

- Ability to schedule maintenance and keep records.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all City ethics and conflicts of interest policies. A strong understanding of ethical behavior is required.
- Ability to establish and maintain effective working relationships with the general public, co-workers, City officials, and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability, or political affiliation.
- Ability to maintain regular and punctual attendance.

## MINIMUM QUALIFICATIONS

Graduation from High School or possession of an acceptable equivalency diploma. Considerable experience as a journeyman mechanic in automotive, heavy equipment and diesel repair and electrical, hydraulic, and pneumatic systems. Experience in the supervision of mechanics and any related field. ASE Certification highly recommended.

A comparable amount of training and experience may be substituted for the minimum qualifications.

## PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a, personal computer, calculator, copier, and fax machine, Unusual situations of walking, lifting, climbing, carrying, bending, kneeling, stooping, reaching, handling, sitting, standing, pushing and pulling and other configuration while working on, in or under vehicles or heavy equipment.

## SPECIAL REQUIREMENTS

Possession of a valid, appropriate (Class A or Class B) driver's license and an acceptable driving record.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

08/15
**Bargaining Unit:** Non-bargaining
**FLSA:** Exempt
**Pay Grade/Group:** 24/50
**Location:** Public Works Department
**GERS:** Regular Class

**CITY OF POMPANO BEACH** **JOB CODE 608**
**CLASS DESCRIPTION**

# ENGINEERING TECHNICIAN

This is a technical position that works with Geographic Information System (GIS) and assists in the review of plans, designs and field work related to analysis and observation of engineering projects.

Employees in this class process complex line work and basic GIS analyses; prepare and assemble detailed maps; and prepare graphic presentations. Duties include reading and interpreting source documents, such as civil engineering plans, plot maps, legal descriptions, and entering required data into the GIS. Work involves assisting engineers, project managers, the GIS Coordinator, and contractors in the review and correction of engineering plans, and designs for a variety of City projects. Work requires the exercise of independent judgment in planning and carrying out assignments with a professional superior available for assistance in handling complex work situations.

## EXAMPLES OF ESSENTIAL DUTIES

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Assists with the development and maintains the geographic information systems (GIS) databases, map documents, and online assets, using Environmental Systems Research Institute's (ESRI) GIS software, and AutoCAD software; performs quality control checks to ensure the integrity of the databases.
- Assists creating maps and drawings, such as site plans, floor plans, engineering standards, utility plans, using GIS and AutoCAD software.
- Reviews and analyzes plans and design specifications with professional engineers, contractors, project managers and other interested parties.
- Assists in the revisions and preparation of final plans and designs for a variety of City projects; tabulates quantities and cost estimates.
- Performs GIS software operations such as topological processing and spatial queries.
- Generates and assembles computer maps for specific purposes.
- May collect field data utilizing Global Positioning System (GPS) technology.
- Provides City GIS data, Utility Maps, Right of Way Maps, City Standards, and As Built Drawings for use by consultants, contractors, developers, architects, engineers, planners, land surveyors, utility companies, other government agencies and the general public.
- Conducts mapping research, in the field and office, to resolve conflicting information and to verify the accuracy of data.
- Prepares graphic presentations.
- Performs related work as required.

The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

## KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of the standard terminology, techniques, and practices of engineering technology appropriate to the area of assignment.
- Knowledge of Environmental Systems Research Institute's (ESRI) GIS software and Computer Aided Design AutoCAD software.

- Knowledge of the principles, practices, techniques, and instruments of engineering drafting.
- Ability to perform technical computations, analyze complex data, and prepare plans based on findings.
- Ability to read and interpret maps, construction plans, plats and legal descriptions, pertinent to the area of assignment.
- Ability to make independent investigations to verify the accuracy of data.
- Knowledge of computers and operating systems.
- Knowledge of graphic workstations.
- Knowledge of input/output devices such as scanners and large format printers.
- Knowledge of relational databases and basic Structural Query Language (SQL).
- Knowledge of GPS technology and data collection techniques, as required, depending on the area of assignment.
- Ability to work cooperatively with other city departments.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all city ethics and conflicts of interest policies. Ability to establish and maintain effective working relationships with the general public, co-workers, city officials and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability or political affiliation.

## MINIMUM QUALIFICATIONS

Have successfully graduated from a standard high school or possess a G.E.D. certificate from an accredited issuing agency, preferably supplemented by college-level coursework in Geographic Information Systems, computer science, civil engineering, urban planning, geography, engineering technology or a related field. Possess at least one (2) year of paid work experience using Environmental Systems Research Institute's (ESRI) ArcMap GIS software and AutoCAD software. Completion of two years of coursework at an accredited college or university in one of the fields described above, which included at least six (6) semester hours of GIS coursework, may be substituted for the experience requirement.

A comparable amount of training and experience may be substituted for the minimum qualifications.

## PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as nominally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a, personal computer, calculator, copier, and fax machine. Some standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, pushing, and pulling. Lift to medium lifting.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

## SPECIAL REQUIREMENTS

Possession of a valid, appropriate driver's license and an acceptable driving record.

**Rev 09/15**
**Bargaining Unit:** Bargaining
**FLSA:** Non-Exempt
**Pay Grade/Group:** 24/42
**Location:** Engineering
**GERS:** Regular Class

**CITY OF POMPANO BEACH** **JOB CODE 709**
**CLASS DESCRIPTION**

# FIRE RESCUE LIEUTENANT

## GENERAL

Under the general supervision of the Captain, is responsible for extinguishing fires, rescuing persons and property from danger, perform salvage and related follow-up work, and perform life-saving rescue techniques as part of a rescue operation or as part of other emergency operations. Paramedic skills are performed in accordance with established medical protocols. Incumbents are required to oversee and direct personnel assigned to their Rescue vehicle in conjunction with the Captain and Battalion Chief. Duties involve an element of personal danger and incumbents must be capable of functioning as an integral part of a work unit in order to ensure the safe and efficient performance of duties. Work is reviewed through written reports and observation for adherence to policies and procedures.

## EXAMPLES OF ESSENTIAL DUTIES

*(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)*

- Responds to emergencies with a Rescue company.
- Answers medical emergencies on a Rescue company as part of an advanced life support transport unit.
- Recognizes acute symptoms requiring immediate care; administers life-saving rescue procedures to injured or afflicted persons.
- Performs a leadership and supervisor role on an ALS Rescue company.
- Ability to operate defibrillator, portable suction units, resuscitators, ECG units and other emergency medical equipment.
- Removes, extricates, and rescues persons from danger.
- Prepare and/or review all reports regarding emergency medical incidents, inventory control, controlled medication records; insure inventory levels are adequate.
- Assist each Station Officer in the preparation of evaluations of Paramedics and emergency medical technicians on a continuing basis.
- Connects hose to hydrants and pumps; joins hose sections and connects nozzles to hose; enters burning buildings with or without hose lines; operates nozzles and directs a stream of water or fog on fires.
- Operates fire extinguishers and similar equipment in extinguishing fires; raises and climbs ladders; ventilates burning buildings to remove smoke and gases.
- Makes daily inspections of apparatus and equipment and notifies supervisor of defects; performs cleaning and maintenance tasks in and about assigned station.
- Performs salvage operations including throwing salvage covers, sweeping water, removing debris and placing smoke ejectors.
- Recognizes hazardous material situations: makes identification of unknown substances through the use of specialized testing equipment: sets up decontamination procedures: assists state agencies in the removal/disposal of hazardous materials.
- Aids in the mitigation of other emergencies as directed by supervisor.
- Attends instruction sessions on firefighting methods, equipment operations, rescue procedures, hazardous materials mitigation, and related subjects; may conduct drills and classes in these and other areas.
- Provides educational information and lectures to community organizations and schools.
- Performs medical quality assurance activities.

*The examples as listed are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude management from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.*

Meeting Date: October 27, 2015 Agenda Item 46

REQUESTED COMMISSION ACTION:

___ Consent ___ Ordinance X Resolution ___ Consideration/Discussion ___ Workshop

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA APPROVING THE LEASE FINANCING OF CERTAIN EQUIPMENT PURSUANT TO AN ANNUAL APPROPRIATION LEASE; APPROVING THE FORMS, AND AUTHORIZING EXECUTION OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT AND RELATED LEASE DOCUMENTS BETWEEN THE CITY, AS LESSEE AND REGIONS EQUIPMENT FINANCE CORPORATION, AS LESSOR, AUTHORIZING THE APPROVAL OF RELATED FINANCING DOCUMENTS, INCLUDING A FUNDING AGREEMENT AMONG THE CITY, REGIONS EQUIPMENT FINANCE CORPORATION AND REGIONS BANK, AS FUNDING AGENT; PROVIDING FOR CERTAIN AUTHORIZATIONS AND OTHER MATTERS WITH RESPECT THERETO; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE. (FISACL IMPACT – APPROXIMATELY $468,000 ANNUALLY UP TO 5 YEARS)

**Summary of Purpose and Why:**

It has been determined that it is in the best interest of the City to finance the acquisition of certain equipment for the Fire, Parks & Recreation, Code Compliance and Public Works functions via lease-purchase financing. After soliciting proposals from several banks, it has been determined that Regions Equipment Finance Corporation is providing the best terms to finance the acquisition of the items over a 5 year term, at a fixed interest rate of 1.40% via a bank qualified tax-exempt lease. There is no pre-payment penalty associated with the lease. Please refer to Finance Department memo #16-12 for further discussion.

(1) Origin of request for this action: Finance Department

(2) Primary staff contact: Suzette Sibble, Finance Director 954 786-4680

(3) Expiration of contract, if applicable: One (1) year from execution, subject to annual appropriation for four (4) additional 1 year terms.

(4) Fiscal impact and source of funding: Annual lease payments under the lease average approximately $468k annually. FY 2016 lease payment is budgeted for in the General Fund adopted budget (001-9910-599-7160 and 001-9910-599-7210)

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| Finance | 10/21/15 | Approval | S. Sibble |
| City Attorney | 10/21/15 | ✓ | |
| Budget | 10/21/2015 | Approval | Ernesto Reyes |
| ___ Advisory Board | | | |
| X City Manager | | | |

ACTION TAKEN BY COMMISSION:

| Ordinance Workshop | | Resolution | | Consideration | |
|---|---|---|---|---|---|
| 1st Reading | | 1st Reading | | Results: | Results: |
| 2nd Reading | | | | | |

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FINANCE DEPARTMENT
MEMORANDUM 16-12

Date: October 21, 2015

To: Mayor and City Commission

From: Suzette Sibble, Finance Director

Via: Dennis Beach, City Manager

Re: Approval of Equipment Lease-Purchase Documents and Funding Agreement

The Finance Department was requested to seek financing for equipment and vehicles encompassing various City Functions (Fire, Parks & Recreation, Public Works and Code Compliance), as listed at **Attachment 1**. In order to finance the purchase of these items, staff with the assistance of the City's Financial Advisor (Public Financial Management) solicited term sheets from a total of thirty seven (37) banks. A total of twelve (12) proposals were received, the terms of each proposal being summarized at **Attachment 2**. After reviewing the proposals received, it was determined that Regions Equipment Finance Corporation submitted the most favorable terms, as summarized below:

| | |
|---|---|
| Amount to be financed: | $2,257,875.40 |
| Financing term: | 1 year (with 4 additional 1 year renewal terms) |
| Fixed interest rate: | 1.40% |
| Pre-payment penalty: | None |
| Additional fees: | None |
| Financing structure: | Subject to annual appropriation lease payments |

Subject to annual appropriation in essence means that the City is not pledging a specific revenue source for repayment and is also not pledging its taxing authority to repay the lease. This financing structure is also not considered debt under the City's charter and state laws. The lease would be for an initial 1 year term with 4 additional renewal terms, with annual lease payments subject to annual appropriation by the City Commission from available resources, as part of the City's budget adoption process.

I am recommending that the City Commission proceed with awarding the lease financing to Regions Equipment Financing Corporation. A repayment schedule for the lease is at **Attachment 3**

The average annual lease payment will be approximately $468,000 and the fiscal year 2016 appropriation amount has already been provided for as part of the fiscal year 2016 adopted budget. I am also recommending that Regions Bank serve as funding agent to hold the escrowed funds after closing on the deal, until such time as the City receives delivery of the equipment/vehicles.

ATTACHMENT 1

| Comments | VENDOR | INVOICE OR QUOTE | AMOUNT | CONTACT | LOCATION | COMMENTS |
|---|---|---|---|---|---|---|
| | Pierce (Ten-8 Fire Equipment Inc. | bid #468 | 639,833.05 | Michael Schneider | 120 SW 3rd Street Pompano Beach 33060 | |
| w/strobe lights | Duval Ford | | 33,416.86 | Bambi Darr 904-388-2144 | | quote is for $29,750.00 plus add strobes $3666.86 |
| | Pierce (Ten-8 Fire Equipment Inc. | bid #465 | $579,400.00 | Michael Schneider | 120 SW 3rd Street Pompano Beach 33060 | |
| | Hall-Mark (Horton emergency vehicles) | quote 11874 | 274,779.00 | Michael Day 352-629-6305 | 120 SW 3rd Street Pompano Beach 33060 | price discount of $4,500 if paid by 10-31-15. includes a trade-in of a 2007 Freightliner. Freightliner provided by FYDA Freightliner Columbus Steve Tancos 614-851-0002 |
| w/strobe lights | Alan Jay | quote 4363-1 | 32,811.00 | Scott Wilson 863-402-4292 | | quote is $31,006 each, + strobes of $1805 |
| w/strobe lights | Alan Jay | quote 4363-1 | 32,811.00 | Scott Wilson 863-402-4292 | | quote is $31,006 each, + strobes of $1805 |
| w/strobe lights & tint | Duval Ford | quote | $29,541.00 | Bambi Darr 904-388-2144 | | quote is for $27,567, add strobes $1854 and tint $120 |
| w/strobes & tint | Duval Ford | quote | 24,792.00 | Bambi Darr 904-388-2144 | | plus strobes $1k, and tint $120 |
| | Environmental Products | Contract 14-12-0904 spec #49 | 205,451.00 | Paul Hart 561-719-1395 | | QUOTE IS FOR $202,451, BUT ADD STROBES ($2K) AND REFLECTIVE $1K |
| | Equipment | #2110000-15-1 | 19,916.52 | Knowles | | |
| | Trailerlogic | bid L-24-15 | 31,590.00 | 864-617-9455 | 1190 NE 3rd Ave Bldg B Pompano Beach 33060 | |
| | Hector | quote #120535 | 24,668.97 | Jason DuPree 954-429-3200 | | |
| corners strobe lights | Duval Ford | | 62,450.00 | Bambi Darr 904-388-2144 | | 2 units plus strobes at $1k |
| w/strobe lights & tint | Duval Ford | | 99,168.00 | Laura Torbett 904-388-2144 | | 4 units, + 4 strobes at $1200.00 each + 4 tints at $120 each |
| w/strobe lights | Alan Jay | quote 4365-1 | 27,427.00 | Scott Wilson 863-402-4292 | | quote is for $26,427.00 + $1k for strobes |
| | Alan Jay | quote 4287-2 | 139,820.00 | Chris Wilson 863-402-4234 | | |
| | | | | | | |
| | | | **2,257,875.40** | | | |

ATTACHMENT 2

**Pompano Beach Equipment Lease**
**RFP Summary**

| Proposer | City National | Enterprise | Pinnacle Public Finance | PNC Equipment Finance |
|---|---|---|---|---|
| **Proposed Structure** | Term loan | Term loan | Term loan, depositing proceeds into an escrow and receiving disbursements | Term loan, depositing proceeds into an escrow and receiving disbursements with $1.00 buyout at the end of the term |
| **Security** | CB&A | Subject to annual appropriation, security interest in property | Subject to annual appropriation, security interest in property | Subject to annual appropriation, security interest in property |
| **Interest Rates** | Interest Rate:<br>Five Years - 2.175% | Interest Rate:<br>Five Years (presumed) - 4.07% | Interest Rate:<br>Five Years - 1.69% | Interest Rate:<br>Five Years - 1.84% |
| **Calculation** | Not provided in proposal | Not provided in proposal | Not provided in proposal | Rate Calculation: (3 Yr. Swap * 65%) + Spread |
| **Rate Locked to Closing, or Date to be set** | Rates locked until closing | Presumed locked (not explicitly stated) | Presumed locked (not explicitly stated) | Locked three business days prior to lease funding. |
| **Prepayment Penalty** | No prepayment penalty | Not provided in proposal | Prepayment in whole on a scheduled prepayment date with 1% premium. Subject to negotiation | Lessee shall have the option of paying off this transaction according to the Termination Values listed on the Amortization Schedules as provided in this Proposal. Partial prepayments will not be permitted under this Agreement. |
| **Other Fees** | None | Management Fee | $4,000 for outside counsel (subject to negotiation) | $250 escrow set up |
| **Amount** | $2,300,000 | $2,300,000 | $2,300,000 | $2,300,000 |
| **Other Conditions** | Maintenance of depository relationship | | Validity opinion | Requires opinion |

**Pompano Beach Equipment Lease**
**RFP Summary**

| Proposer | Banc of America Public Capital Corp | BBT | BMO Harris Investment Company | Capital One Public Funding | Chase Equipment Finance |
|---|---|---|---|---|---|
| **Proposed Structure** | Term loan (with a possibility for depositing proceeds into an escrow and receiving disbursements) | Term loan (with a possibility for depositing proceeds into a project fund and receiving disbursements) | Term loan (with a possibility for depositing proceeds into an escrow and receiving disbursements) | Term loan | Term loan, depositing proceeds into an escrow and receiving disbursements |
| **Security** | Subject to annual appropriation, security interest in property | CB&A | Subject to annual appropriation, security interest in property | Subject to annual appropriation, security interest in property | Appropriation for payment of all lease schedules or none at all |
| **Interest Rates** | Interest Rates:<br>62 Month (until 1/1/21) - 1.67%<br>50 Month (until 1/1/20) - 1.44% | Interest Rate:<br>Five Years - 1.68% | Interest Rate:<br>Five Years - 1.5962% (Indicative) | Interest Rate:<br>Ten Years (through January 2025) - 2.09% | Interest Rate:<br>Five Years - 1.38% (Indicative) |
| **Calculation** | Not provided in proposal | Not provided in proposal | US SWAP Rates ("Swap Rate") of 2.7 years with an | Not provided in proposal | Rate Calculation: (2 Yr. Swap * 64.03%) + Spread |
| **Rate Locked to Closing, or Date to be set** | Rates locked until closing if closing on Oct 16, as long as City notifies the bank within 5 business days of receipt of proposal | Rate locked until closing | Locked on the date Lessor prepares the equipment schedule | Rates locked until closing if closing before Oct 22 | The final interest rate and payment will be set and fixed for the term 3 days prior to closing. |
| **Prepayment Penalty** | Pre-payable in whole on any payment date at par after the first half of the term has expired. | Prepayment in whole on a scheduled prepayment date without penalty. | Not provided in proposal | Prepayment in whole on a scheduled prepayment date with 2% premium. | Prepayment in whole on a scheduled prepayment date with no premium after first 12 months; before that, make-whole |
| **Other Fees** | None | None | None | None | None |
| **Amount** | $2,300,000 | $2,300,000 | $2,300,000 | $2,300,000 | $2,300,000 |
| **Other Conditions** | Validity opinion | Legal opinion | Requires tax opinion | Requires tax opinion | Tax Gross-Up<br>Validity opinion required |

**Pompano Beach Equipment Lease**
**RFP Summary**

| Proposer | Regions Equipment Finance | SunTrust (STEFL) | US Bank | Whitney Bank |
|---|---|---|---|---|
| **Proposed Structure** | Net lease, with $1.00 buyout at the end of the term | Term loan, depositing proceeds into an escrow and receiving disbursements | Term loan | Term loan, depositing proceeds into an escrow and receiving disbursements |
| **Security** | Subject to annual appropriation, security interest in property | Subject to annual appropriation, security interest in property | Subject to annual appropriation, security interest in property | Subject to annual appropriation, security interest in property |
| **Interest Rates** | Interest Rate:<br>Five Years - 1.40% | Interest Rate:<br>62 months - 2.35% | Interest Rate:<br>Five Years -<br>1.56% (First principal payment 1/1/16)<br>1.73% (First principal payment 1/1/17) | Interest Rate:<br>Five Years - 1.441% |
| **Calculation** | Not provided in proposal | Not provided in proposal | Not provided in proposal | Bloomberg BQ AA 3-Year Municipal Bond Yields |
| **Rate Locked to Closing, or Date to be set** | Rates locked until closing if closing before Oct 16 | Rates locked until closing if closing before Nov 1 | Rates locked until closing if closing before Nov 14 | Rates locked until closing if closing before Oct 16 |
| **Prepayment Penalty** | No prepayment penalty | Prepayment in whole on a scheduled prepayment date with 1% premium. | Prepayment on scheduled prepayment date with 3% premium. | The Lessee will have the option to prepay the lease on any payment date beginning on 1/1/17. |
| **Other Fees** | None | Documentation fee $100<br>Escrow $250 set-up fee | | Documentation fee $600 |
| **Amount** | $2,300,000 | $2,300,000 | $2,300,000 | $2,300,000 |
| **Other Conditions** | Requires tax opinion | Tax Gross-Up<br>Opinion required | Requires validity opinion | Requires validity opinion |

ATTACHMENT 3

**EQUIPMENT LEASE-PURCHASE AGREEMENT**
**DATED October 29, 2015**
**BETWEEN Regions Equipment Finance Corporation**
**AND**
**City of Pompano Beach**

Commencement Date: **October 29, 2015**
Expiration Date: **October 29, 2020**
Interest Rate: **1.4000%**

Total Obligation of **City of Pompano Beach**
for Calendar Year of 2015
Execution and Renewal Years

**Loan Amortization**

| Date | Funding | Payment | Interest | Principal | Balance |
|---|---|---|---|---|---|
| 10/29/2015 | $ 2,257,875.40 | | | | $ 2,257,875.40 |
| 1/29/2016 | | $ 117,088.52 | $ 7,902.56 | $ 109,185.95 | $ 2,148,689.45 |
| 4/29/2016 | | $ 117,088.52 | $ 7,520.41 | $ 109,568.10 | $ 2,039,121.35 |
| 7/29/2016 | | $ 117,088.52 | $ 7,136.92 | $ 109,951.59 | $ 1,929,169.76 |
| 10/29/2016 | | $ 117,088.52 | $ 6,752.09 | $ 110,336.42 | $ 1,818,833.34 |
| 1/29/2017 | | $ 117,088.52 | $ 6,365.92 | $ 110,722.60 | $ 1,708,110.74 |
| 4/29/2017 | | $ 117,088.52 | $ 5,978.39 | $ 111,110.13 | $ 1,597,000.61 |
| 7/29/2017 | | $ 117,088.52 | $ 5,589.50 | $ 111,499.01 | $ 1,485,501.60 |
| 10/29/2017 | | $ 117,088.52 | $ 5,199.26 | $ 111,889.26 | $ 1,373,612.34 |
| 1/29/2018 | | $ 117,088.52 | $ 4,807.64 | $ 112,280.87 | $ 1,261,331.47 |
| 4/29/2018 | | $ 117,088.52 | $ 4,414.66 | $ 112,673.85 | $ 1,148,657.61 |
| 7/29/2018 | | $ 117,088.52 | $ 4,020.30 | $ 113,068.21 | $ 1,035,589.40 |
| 10/29/2018 | | $ 117,088.52 | $ 3,624.56 | $ 113,463.95 | $ 922,125.44 |
| 1/29/2019 | | $ 117,088.52 | $ 3,227.44 | $ 113,861.08 | $ 808,264.37 |
| 4/29/2019 | | $ 117,088.52 | $ 2,828.93 | $ 114,259.59 | $ 694,004.78 |
| 7/29/2019 | | $ 117,088.52 | $ 2,429.02 | $ 114,659.50 | $ 579,345.28 |
| 10/29/2019 | | $ 117,088.52 | $ 2,027.71 | $ 115,060.81 | $ 464,284.47 |
| 1/29/2020 | | $ 117,088.52 | $ 1,625.00 | $ 115,463.52 | $ 348,820.95 |
| 4/29/2020 | | $ 117,088.52 | $ 1,220.87 | $ 115,867.64 | $ 232,953.31 |
| 7/29/2020 | | $ 117,088.52 | $ 815.34 | $ 116,273.18 | $ 116,680.13 |
| 10/29/2020 | | $ 117,088.52 | $ 408.38 | $ 116,680.13 | $ (0.00) |
| | $ 2,257,875.40 | $ 2,341,770.30 | $ 83,894.90 | $ 2,257,875.40 | |

**City Attorney's Communication #2016-32**
October 19, 2015

**TO:** Suzette Sibble, Finance Director

**FROM:** Carrie L. Sarver, Assistant City Attorney

**RE:** Resolution – Lease/Purchase of Equipment and Vehicles

As requested, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING THE LEASE FINANCING OF CERTAIN EQUIPMENT PURSUANT TO AN ANNUAL APPROPRIATION LEASE; APPROVING THE FORMS, AND AUTHORIZING EXECUTION OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT AND RELATED LEASE DOCUMENTS BETWEEN THE CITY, AS LESSEE AND REGIONS EQUIPMENT FINANCE CORPORATION, AS LESSOR; AUTHORIZING THE APPROVAL OF RELATED FINANCING DOCUMENTS, INCLUDING A FUNDING AGREEMENT AMONG THE CITY, REGIONS EQUIPMENT FINANCE CORPORATION AND REGIONS BANK, AS FUNDING AGENT; PROVIDING FOR CERTAIN AUTHORIZATIONS AND OTHER MATTERS WITH RESPECT THERETO; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

CARRIE L. SARVER

/jrm
l:cor/finance/2016-32

Attachment

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING THE LEASE FINANCING OF CERTAIN EQUIPMENT PURSUANT TO AN ANNUAL APPROPRIATION LEASE; APPROVING THE FORMS, AND AUTHORIZING EXECUTION OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT AND RELATED LEASE DOCUMENTS BETWEEN THE CITY, AS LESSEE AND REGIONS EQUIPMENT FINANCE CORPORATION, AS LESSOR; AUTHORIZING THE APPROVAL OF RELATED FINANCING DOCUMENTS, INCLUDING A FUNDING AGREEMENT AMONG THE CITY, REGIONS EQUIPMENT FINANCE CORPORATION AND REGIONS BANK, AS FUNDING AGENT; PROVIDING FOR CERTAIN AUTHORIZATIONS AND OTHER MATTERS WITH RESPECT THERETO; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1. AUTHORITY FOR THIS RESOLUTION; DEFINITIONS.** The City of Pompano Beach, Florida (the "City") is authorized to adopt this resolution (the "Resolution") under the authority granted by the provisions of the City Charter of the City, Chapter 166, Florida Statutes, as amended, Section 489.145, Florida Statutes, as amended, and other applicable provisions of law (collectively, the "Act"). All capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed thereto in the Lease (hereinafter defined), unless otherwise provided or unless the context otherwise clearly requires.

**SECTION 2. FINDINGS.** It is hereby found and determined that:

A. The City selected Regions Equipment Finance Corporation pursuant to a proposal process to lease/purchase equipment and approximately thirty-one (31) vehicles of various types to be used for the City's fire services, grounds and parks maintenance, recreation activities, public works and code compliance operations (the "Equipment").

B. The City has solicited interest in financing the purchase of the Equipment and has selected the proposal presented by Regions Equipment Finance Corporation ("Regions") for the lease financing of the Equipment as providing the most favorable terms and conditions to the City.

C. The City has the power, under the City Charter of the City and Chapter 166, Florida Statutes, as amended and other applicable provisions of law, to receive, purchase, acquire and lease equipment such as the Equipment and to enter into lease agreements with respect to thereto.

D. The City hereby determines it is necessary and in the best interests of the City to lease finance the acquisition of the Equipment. In furtherance thereof the City, as lessee, desires to enter into a written equipment lease-purchase agreement substantially in the form attached hereto as composite Exhibit A (the "Equipment Lease-Purchase Agreement") with Regions, lessor, to provide for the lease and financing of the Equipment by the City and an Amortization Schedule to the Equipment Lease-Purchase Agreement to reflect, among other matters, the schedule of rent payments to be made by the City relating to the Equipment.

E. The Original Term of each Lease will become effective on the date of execution of the Equipment Lease-Purchase Agreement, with the commencement date on the date the Equipment is accepted by City, and shall extend to the last day of the fiscal year of the City in which such commencement date occurs. The City has the option to renew the Original Term for four (4) successive twelve-month periods (each, a "Renewal Term"). Each Renewal

Term shall be twelve months, shall correspond to the City's fiscal year and shall commence on the first day following the last day of the Original Term or the preceding Renewal Term, as the case may be; provided, that the last scheduled Renewal Term shall be such lesser number of months as may be necessary to cause the then-current Renewal Term to expire on the date that the last rent payment stated in the Lease Schedule is due and payable. The Original Term and each Renewal Term shall be automatically renewed for a succeeding Renewal Term unless the City's gives written notice of its intent to terminate the Lease for the applicable Renewal Term as provided in the Equipment Lease-Purchase Agreement.

F. All amounts payable by the City in connection with the lease financing of the Equipment, including all rent payments due under the Lease, shall be payable solely from unpledged and legally available funds appropriated for such purpose by the City and it will not be necessary nor has there been authorized the levy of taxes on any property in the City to pay for same, and the full faith and credit of the City is not pledged for payment of such sums.

**SECTION 3. APPROVAL OF LEASE-PURCHASE AGREEMENT AND CERTAIN RELATED DOCUMENTS.** The documents comprising the Lease, consisting of the Equipment Lease-Purchase Agreement, Description of Equipment Exhibit, Equipment Obligation and Payment Schedule with attached Amortization Schedule, Acceptance Certificate, Essential Use Letter, Additional Provisions and Modifications to Standard Terms, Authorized Represenative Letter, Incumbency Certificate, Resolution, Opinion of Counsel, Certificate of Appropriation, Notice and Consent to Assignment, Pay Proceeds Letter, Certificate to Tax-Exempt Interest, Qualified Tax-Exempt Obligations and Form 8038-G, are hereby approved (collectively, the "Lease Documents"). Pursuant to the Lease Documents, the aggregate principal amount of the rent payments payable during the Original Term and any Renewal Term is $2,257,875.40 (together with interest thereon in the aggregate amount of $83,894.90); (ii) the interest rate per

annum with respect to the Lease is 1.40%; and (iii) the latest date on which the last Renewal Term, if any, of the Lease expiration is October 29, 2020. The City Clerk of the City (the "City Clerk") and the City Manager, or his designee, are hereby authorized and directed to execute the Lease Documents and the Mayor of the City (the "Mayor") is hereby authorized and directed to countersign the Lease Documents. The execution and delivery of the Lease Documents by the City Clerk and Mayor shall constitute conclusive evidence of the approval thereof. The Funding Agreement, with its Form of Disbursement Request in the form attached hereto as composite Exhibit B, is hereby approved. The City Clerk of the City and the City Manager, or his designee, are hereby authorized and directed to execute the documents comprising the Funding Agreement and the Mayor is hereby authorized and directed to countersign the documents comprising the Funding Agreement. Regions Bank is hereby approved as Funding Agent. Each of the Mayor, City Manager and Finance Director of the City, respectively, and their respective designees, is hereby authorized to sign the Form of Disbursement requesting disbursements from the escrow established pursuant to the Funding Agreement.

**SECTION 4. AUTHORIZATION.** The Mayor, the City Manager, the City Clerk, the Finance Director of the City, and such other officers and employees of the City as may be designated by the Mayor, are each designated as agents of the City in connection with the Lease Documents and the Finance Agreement, and are authorized and empowered, collectively or individually, to take such actions and steps and to execute such instruments on behalf of the City that are necessary or desirable in connection therewith in order to conclude the transactions contemplated thereby, and which are specifically authorized hereby or are not inconsistent with the terms and provisions of this Resolution.

**SECTION 5. SEVERABILITY.** If any one or more of the provisions of this Resolution should be held invalid or unenforceable by a court of competent jurisdiction, then

such provisions shall be null and void and shall be deemed separate from the remaining provisions of this Resolution.

**SECTION 6. CONTROLLING LAW; MEMBERS OF CITY COMMISSION NOT LIABLE.** All covenants, stipulations, obligations and agreements of the City contained in this Resolution shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the City Commission or any officer, agent or employee of the City in his or her individual capacity, and neither the members of the City Commission nor any official or employee of the City with other responsibilities hereunder shall be liable personally under this Resolution or shall be subject to any personal liability or accountability by reason hereof.

**SECTION 7. REPEAL OF INCONSISTENT RESOLUTIONS.** All resolutions or parts thereof in conflict herewith are to the extent of such conflict superseded and repealed.

**SECTION 8. EFFECTIVE DATE.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____ day of _____, 2015.

_____

**LAMAR FISHER, MAYOR**

**ATTEST:**

_____

**ASCELETA HAMMOND, CITY CLERK**

:cls
10/119/2015
L:reso/2016-02

**EXHIBIT A**

(LEASE DOCUMENTS)

**Date of Lease: October 29, 2015** **Lease No. 001-0000057-001**

**[FLORIDA]**

# EQUIPMENT LEASE-PURCHASE AGREEMENT

**Lessor:** **Regions Equipment Finance Corporation**

**Address:** **P.O. Box 2545, Birmingham, Alabama 35202**

**Lessee:** **City of Pompano Beach**

**Address:** **100 West Atlantic Boulevard, Pompano Beach, FL 33060**

Regions Equipment Finance Corporation ("Lessor") hereby agrees to lease to City of Pompano Beach ("Lessee") and Lessee hereby agrees to lease from Lessor, the items of Equipment (the "Equipment") described in Exhibit A attached to this Equipment Lease-Purchase Agreement (the "Lease"), upon the following terms and conditions:

1. **Delivery and Acceptance.** Lessee, or if Lessee so requests, Lessor, shall cause the Equipment to be delivered to Lessee at the location specified in Exhibit A (the "Equipment Location"). Lessee shall pay all transportation and other costs, if any, incurred in connection with the delivery of the Equipment. Lessee shall accept the Equipment as soon as it has been delivered and is operational, or in the event that the manufacturer or vendor allows a pre-acceptance test period, as soon as the test period has expired. Lessee shall evidence its acceptance of the Equipment by executing and delivering to Lessor an acceptance certificate ("Acceptance Certificate") in the form attached hereto as Exhibit B upon receipt of the Equipment.

2. **Term.** This Lease is effective upon the execution hereof by Lessee and Lessor. The term of this Lease commences on the date the Equipment is accepted pursuant to Section 1 above and, unless earlier terminated as expressly provided for in this Lease, terminates absolutely, without further obligation on the part of the Lessee, at the end of the fiscal year in which this Lease is executed and at the end of each succeeding fiscal year for which it may be renewed as hereinafter provided. The term of this Lease will automatically renew for an additional period of one year at the end of each fiscal year unless Lessee gives written notice to Lessor of its intent to terminate the Lease not less than 60 days prior to the end of the fiscal year. If not sooner terminated, the Lease will continue until the Expiration Date set forth in Exhibit C attached hereto (the "Lease Term"). THIS EQUIPMENT LEASE CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN.

3. **Rent**. Lessee hereby agrees to pay to Lessor or its assignee the lease payments (the "Lease Payments"), including the interest portion, equal to the aggregate amounts specified in Exhibit C; provided, however, that the Lessee shall be obligated to make such Lease Payments during any fiscal year to the extent that such Lease Payments may be made from current revenues lawfully budgeted and appropriated for such purpose during such year. The Lease Payments are payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and commence on the first Lease Payment date as set forth in Exhibit C and thereafter on the dates set forth in Exhibit C. Any payments received later than ten days from the due date will bear interest from the due date at the rate of 3% in excess of the rate set forth on Exhibit C or the highest rate permitted by law, whichever is less. Except as specifically provided in Section 4 hereof, and to the extent permitted by applicable law,

the obligation to make the Lease Payments is absolute and unconditional in all events and is not subject to any set-off, defense, counterclaim or recoupment for any reason whatsoever. Any and all payment(s) received by Lessor hereunder shall be applied to amounts due hereunder at Lessor's sole discretion notwithstanding any contrary instruction or instrumentation by Lessee. Unless Lessor decides, in its sole discretion, to apply any and all payments(s) received from Lessee in a different manner, then any payments shall be applied in the following order of priority: (i) to repay any reimbursement items due Lessor from Lessee pursuant to the provisions of this Lease; (ii) to pay for any amounts owed by Lessee by virtue of its indemnification obligations under Section 16 hereof; (iii) to any accrued interest owed in connection with a late Lease Payment; (iv) to any accrued interest with respect to any Lease Payments then due; and then (iv) to reduce the principal component(s) of the Lease Payment(s) as and when due hereunder.

It is Lessee's present intent to make Lease Payments for the full lease term and in that regard Lessee represents that the use of the Equipment is essential to its proper, efficient and economic operation.

The total obligation of Lessee for the fiscal year of execution is the sum of the **Quarterly** payments for such fiscal year as set forth on Exhibit C. The total obligation of Lessee in each fiscal year renewal term is the sum of the **Quarterly** payments during such fiscal year renewal term as set forth on Exhibit C. A schedule of Lessee's total obligation for the fiscal year of execution and for each fiscal year in which this Lease is renewed is attached hereto as Exhibit C.

**4.** **Nonappropriation of Funds**. In the event no funds or insufficient funds are appropriated and budgeted, or funds are otherwise not available out of current revenues of Lessee by any means whatsoever, in any fiscal period for Lease Payments due under this Lease, then Lessee will immediately notify Lessor or its assignee of such occurrence and this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, Lessee hereby agrees to peaceably and immediately surrender possession of the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor and to execute any and all documents necessary or convenient to memorialize the relinquishment of all of Lessee's rights, title and or interest in such Equipment to Lessor or its successors and assigns. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment in the event of termination, but, for avoidance of any doubt, no rights to forcible possession.

Notwithstanding any provision to the contrary contained in this Lease, it is expressly understood and agreed that Lease Payments to be made in each fiscal year shall be payable only out of current revenues of Lessee for that fiscal year lawfully budgeted and appropriated during such year.

**5.** **Limitation on Warranties and Disclaimer**. Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee, that Lessor is neither a manufacturer nor a vendor of such equipment, and that LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT INCLUDING THE

MAINTENANCE , INSTALLATION, OPERATION, OR REPAIR THEREOF. Lessee acknowledges that it has selected the Equipment based upon its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. As between the Lessor and Lessee, all Equipment is or will be accepted by the Lessee "as is" after inspection by Lessee, and nothing herein shall be construed to affect, extinguish, limit or otherwise modify Lessee's rights and remedies between Lessee and any manufacturer or servicer.

Lessor hereby assigns to Lessee during the Lease Term, so long as no Event of Default (as hereinafter defined) has occurred and is continuing, all warranties, including all manufacturer's warranties, if any, express or implied with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense.

**6.** **Authority and Authorization.** Lessee represents, covenants and warrants, and as requested by Lessor, will deliver an opinion of counsel to the effect that: (i) Lessee is a fully constituted political subdivision, agency or public corporation of the State of Florida; (ii) the execution, delivery and performance by Lessee of this Lease has been duly authorized by all necessary action on the part of Lessee; (iii) this Lease has been executed on behalf of the Lessee by its duly authorized officers; and (iv) this Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, together with such other legal matters in connection therewith as Lessor shall reasonably request. . Lessee hereby agrees that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect; (ii) it has complied with all bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part; and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

**7.** **Title.** Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee; subject to reversion to Lessor (i) in the event of termination of this Lease by Lessee pursuant to Section 4 hereinabove; or (ii) upon the occurrence of an Event of Default hereunder related to said Equipment, and as long as such Event of Default is continuing. Lessee (i) shall not sell, assign, subject or otherwise dispose of, or permit legal process or encumbrance upon or against any interest in, this Lease or the Equipment; and (ii) shall keep the Equipment free of liens and give immediate written notice to Lessor of any such process or encumbrance;. Lessee shall affix to the Equipment any markings requested by Lessor or execute any and all documents reasonably requested to be signed by Lessee to memorialize Lessor's interest in such Equipment.

In the event of a reversion of the Equipment to Lessor as described in the above paragraph, Lessee, irrevocably, hereby designates, makes, constitutes and appoints Lessor (and all persons designated by Lessor) as Lessee's true and lawful attorney (and agent-in-fact) with power, at such time of default or non-appropriation or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

**8.** **[Reserved].**

**9.** **Personal Property.** The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to

real estate or any building thereon. If requested by Lessor, Lessee shall, at Lessee's expense, furnish a landlord or mortgagee waiver with respect to the Equipment.

**10.** **Use; Repairs**. Lessee shall use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense, will keep the Equipment in good repair, good operating condition and working order, according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and shall furnish proof of such maintenance, if requested by Lessor, and shall furnish all needed servicing and parts, which parts shall become the property of Lessor and part of the Equipment. Lessor shall have no responsibility in any of these matters or for the making of any improvements or additions to the Equipment, as further discussed in Section 11 below. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee shall, at its expense, furnish Lessor upon its reasonable request with a maintenance agreement with a party satisfactory to Lessor.

**11.** **Alterations.** Lessee shall not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment. Any alteration to the Equipment which cannot be readily removed without damage to the Equipment will become part of the Equipment and the property of Lessor. Notwithstanding the foregoing, any upgrade, addition or modification added by the Lessee as required by law or under any manufacturer's or service's recommendations will, without further action, become a part of the Equipment and the sole property of Lessor.

**12.** **Location; Inspection.** The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from, the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor is entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

**13.** **Liens and Taxes**. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee shall reimburse Lessor therefor immediately upon demand from Lessor. Lessee hereby agrees to cooperate with Lessor in filing all tax returns and informational statements, if any, required by any federal, state, and/or local governmental agency.

**14.** **Risk of Loss: Damage; Destruction**. Lessee hereby assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee shall immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at Lessor's option, shall: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease Payment due on such date; and (ii) an amount equal to the applicable Concluding Payment set forth in Exhibit C. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount

of the Lease Payment and the Concluding Payment to be made by Lessee with respect to the Equipment which has suffered the event of loss. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payments of, negotiate with insurance carrier(s), bring lawsuits, settle claims or suits, and execute and endorse all documents, checks or drafts issued with respect to any loss, damage, destruction, to, or theft of, the Equipment and/or under any insurance policy relating to the Equipment. Nothing contained in this Lease is intended to be a waiver of the Lessee's sovereign immunity as provided for in Fla. Stat., 768.28 as amended.

**15.** **Insurance.** Lessee shall, at its expense, maintain at all times during the Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, may self-insure against any or all such risks. In no event will the insurance limits be less than the amount of the then applicable Concluding Payment with respect to such Equipment. Each insurance policy will name Lessee as an insured and Lessor or its assigns as an additional insured and loss payee, and will contain a clause requiring the insurer to give Lessor at least 30 days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee shall deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee shall furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee shall promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto. Lessee shall furnish a certificate of insurance or other evidence satisfactory to Lessor that the required insurance coverage is in effect. Lessor has no duty to ascertain the existence of or to examine the insurance policies to advise Lessee if the insurance coverage does not comply with the requirements of this Section.

In the event Lessee fails to maintain the full insurance coverage on the Equipment as required by this Lease or fails to keep the Equipment in good repair and operating condition, Lessor may, but is not obligated to, purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements which are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor are considered additional rent for the then current Lease Payments, which amounts Lessee hereby agrees to pay, together with interest thereon at the rate of three (3%) per cent per annum in excess of the rate set forth on Exhibit C or at the highest rate permitted by applicable law, whichever is less.

Lessee hereby consents to Lessor's release, upon its failure to obtain appropriate insurance coverage, of any and all information necessary to obtain insurance with respect to the Equipment and/or Lessor's interest therein. Lessor retains the right to substitute its own insurance for any insurance obtained by Lessee in accordance with this Section upon reasonable notice to Lessee with an insurer or through an agent or broker of its choice, at Lessee's sole cost.

**16.** **Certain Claims.** Lessee acknowledges and agrees that Lessor shall have no liability to Lessee for any claims, costs, expenses (including, but not limited to, attorneys' fees and expenses), damages, losses, judgments and liabilities of any nature whatsoever that may be imposed on, incurred by, or asserted against the Lessee with respect to any item of Equipment or its purchase, acceptance, delivery, ownership, leasing, possession, maintenance, use, operation or transportation by the Lessee and its officials, officers, employees and agents, whether or not other parties are involved, or arising out of this Lease or the transactions contemplated hereby, including, without limitation, (a) claims for injury to or death of persons and for damage to property, (b) claims relating to patent, copyright or trademark infringement, and (c) claims relating to latent or other defects in the Equipment whether or not discoverable by Lessor. The provisions of this Section 16 survive the termination of this Lease. For avoidance of any doubt, this Section

does not require the Lessee to indemnify the Lessor in regard to any of the foregoing matters or the Lessor to indemnify the Lessee in regard to any of the foregoing matters.

**17.** **Purchase Option**. Upon 30 days prior written notice from Lessee to Lessor, and on the condition that there is no Event of Default, or an event which with notice or lapse of time, or both, could become an Event of Default, then existing, Lessee will be entitled to purchase Lessor's interest in, to the extent thereof, the Equipment on the Lease Payment dates set forth in Exhibit C (without any prepayment penalty) by paying to Lessor, on such date, the Lease Payment then due together with the Concluding Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that Lessor shall warrant to Lessee that the Equipment is free and clear of any liens created by Lessor. Unless Lessee exercises an option to purchase the Equipment or renews the terms of this Lease as provided in any Exhibit to this Lease and except as otherwise provided in this Lease, upon expiration of the Term as to each item of Equipment or upon demand of Lessor pursuant to this section, Lessee, at its own risk and expense, including, but not limited to the expense of maintaining all insurance thereon, shall either (a) provide adequate and suitable storage space at the place where the Equipment was delivered hereunder or to which it was moved in accordance with this Lease, and shall permit Lessor to store such Equipment free of charge, and at the risk of Lessee for public liability and physical damage exposure, for a period not to exceed one hundred eighty (180) days, during which period Lessee shall provide Lessor reasonable access thereto; or (b) immediately assemble, prepare for shipment, and return the Equipment to Lessor in the same condition as delivered, ordinary wear and tear excepted, and meeting all recertification requirements, with all damaged or missing parts replaced, at such location within the United States as Lessor designates. Lessee hereby agrees to provide to Lessor written notice at least one hundred eighty (180) days prior to the end of the Term of the Lease if Lessee intends to return the Equipment to Lessor (the "Return Notice"). In the event Lessee fails to deliver to Lessor the Return Notice at least one hundred eighty (180) days prior to the end of the Term of the Lease, the Term will be extended automatically for one hundred eighty (180) days and Lessee shall continue to pay Lease Payments as agreed to by the Lessor and Lessee at such time.

**18.** **Assignment.** Without Lessor's prior written consent, Lessee shall not (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment, or (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees or agents. Lessee shall remain primarily liable on this Lease. Lessor may assign its right, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Lessee hereby agrees that any such assignment shall not materially change Lessee's duties or obligations under this Lease. Any such assignees shall have all the rights of Lessor under this Lease. No assignment or reassignment of any of Lessee's right, title or interest in this Lease or the Equipment will be effective unless and until Lessor consents to such assignment and Lessor has receives a duplicate original counterpart of the document by which the assignment or reassignment is made, disclosing the name and address of each such assignee. DURING THE LEASE TERM LESSEE SHALL KEEP A COMPLETE AND ACCURATE RECORD OF ALL SUCH ASSIGNMENTS IN FORM NECESSARY TO COMPLY WITH SECTION 149(a) OF THE INTERNAL REVENUE CODE OF 1986, OR ANY SUCCESSOR PROVISION THERETO, AND THE REGULATIONS, PROPOSED OR EXISTING, FROM TIME TO TIME PROMULGATED THEREUNDER. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the successors and assigns of the parties hereto. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee shall acknowledge such assignments in writing if so requested.

**19.** **Events of Default**. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events:

(a) Subject to Lessee's annual rights in respect of non-appropriation contained herein, Lessee fails to make any Lease Payment (or any other payment including insurance premiums required hereunder) when due in accordance with the terms of this Lease;

(b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within 20 days after written notice thereof by Lessor; or

(c) The discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect;

(d) Lessee shall attempt to abandon, remove, sell, encumber or sublet any item of Equipment or to assign any rights under or interest in this Lease; or

(e) Lessee shall become insolvent or make as assignment for the benefit of creditors, or a trustee or receiver shall be appointed for Lessee or for a substantial part of its assets, or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against Lessee; or

(f) Lessee shall suffer a material adverse change in its financial conditions or operations; or

(g) Lessee shall be in default under any other agreement with Lessor or any of its affiliates or any other lender.

**20.** **Remedies**. Upon the occurrence of an Event of Default, and so long as such Event of Default is continuing, title to the equipment shall revert to Lessor as provided in Section 7 above, and Lessor may, at its option, at any time or from time to time, exercise any one or more or all of the following rights and remedies without necessity of any further notice to Lessee:

(a) Lessor may declare all installments of the Lease Payments for the then remaining for the then current annual term of this Lease, to the extent previously appropriated, to be immediately due and payable, whereupon the same shall become immediately due and payable;

(b) Lessor may terminate this Lease, whereupon Lessor may require that Lessee, at Lessee's expense, promptly (but in any event within 10 days) return all Equipment to the possession of Lessor at such place within the United States as Lessor shall specify (and should Lessee fail to do so, Lessor will have all legal and equitable rights and remedies to take possession of the Equipment itself but, for avoidance of any doubt, no rights to forcible possession), after receipt of which Lessor shall use commercially reasonable efforts to sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, or otherwise dispose of the Equipment, on such terms and notices as Lessor deems reasonable and, in addition to reclaiming the total proceeds received from such lease or sale, recover from Lessee damages, not as a penalty, but liquidated damages for all purposes an amount equal to the sum of (i) any accrued and unpaid Lease Payments that have been previously appropriated, and all other amounts then due hereunder, as of the later of (A) the date of the Event of Default, (B) the date Lessee has made an effective tender of possession of the Equipment back to Lessor in accordance with the terms hereof, or (C) such other date on which Lessor has obtained possession of the Equipment ("Default Date"); and (ii) interest at the same

rate per annum charged by the Internal Revenue Service for the late payment of tax, less the amount received by Lessor upon any such sale, lease, sublease or other disposition of Equipment, after deducting all of Lessor's expenses incurred in connection therewith, , including without limitation, all repossession costs, broker's commissions, attorney's fees and expenses, and alteration costs and expenses of preparing the Equipment for disposition, and Lessor may proceed by attachment, lawsuit or otherwise to collect the entire amount of such claim; provided that if the net amount received by Lessor from any such disposition exceeds the aggregate amounts then recoverable from lessee set forth hereinabove, Lessor shall remit any such excess amount or to Lessee or as otherwise may be required under applicable law; and

(c) Lessor may exercise any other right, remedy or privilege which may be available to it under applicable laws of the State of Florida or any other applicable laws or proceed by appropriate court action to enforce the terms of this Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment.

In addition, Lessee will remain liable for all covenants and, to the extent permitted by applicable law, indemnities under this Lease and for all legal fees and other costs and expenses, including court costs and reasonable attorney's fees, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. A cancellation hereunder shall occur only upon notice by Lessor and only as to such Items of Equipment as Lessor specifically elects to cancel, and this Lease shall continue in full force and effect as to the remaining items of Equipment, if any. Lessee shall be liable for and shall pay to Lessor all attorneys' fees and expenses and other costs incurred by Lessor in exercising Lessor's remedies, including placing any Equipment in the condition required by Section 10 hereof. No remedy referred to in this Lease is intended to be exclusive, but each shall be in addition to any other remedy referred to or otherwise available to Lessor at law or in equity. No express or implied waiver by Lessor of any Default will constitute a waiver of any other Default by Lessor or a waiver of any of Lessor's rights and no delay by Lessor in enforcing any right or requiring performance of any provisions of this Lease by Lessee will be a waiver of such right or affect the right of Lessor to enforce such provision.

Notwithstanding any provision of this Section to the contrary, the Lessee may terminate this Lease as provided in Section 4, and the Lessee shall not be liable under this Lease for any Lease Payments in excess of the amount otherwise due under Section 3.

**21.** **Notices**. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to mailing if mailed in accordance with this Section.

**22.** **Section Headings.** All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**23.** **Governing Law.** This Lease shall be construed in accordance with, and governed by the laws of, the State of Florida.

**24.** **Delivery of Related Documents.** Lessee shall execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease. At the request of Lessor, Lessee shall furnish Lessor annual financial statements of Lessee within 180 days after the end of Lessee's fiscal year.

**25. Entire Agreement: Waiver.** This Lease, together with the Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remainder of this Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

**26. Decrease in Deductibility of Interest Expense.** The Lessee hereby acknowledges that the Lease Payments were calculated assuming that a financial institution that accepted an assignment of Lessor's interest on the date of delivery of this Lease could deduct 80% of such financial institution's interest expense allocable to this Lease. If (i) the Lessor, or any assignee of the Lessor or its assigns, is a financial institution for purposes of Section 265 of the Internal Revenue Code of 1986 (the "Code"), (ii) the deductible portion of such financial institution's interest expense allocable to this Lease is decreased for any reason (including without limitation a change in applicable law or the fact that this Lease does not qualify as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code), and (iii) such decrease would have been effective if such financial institution had acquired its interest in the Lease on the date of delivery of this Lease, then for each whole percentage point of decrease (below 80%) in the portion of allocable interest expense allowed as a deduction, the interest rate used to calculate the Lease Payments shall increase in an amount sufficient to provide Lessor with the exact same rate of return as initially calculated assuming that the Lease Payments payable to Lessor by Lessee are "qualified tax-exempt obligations."

The interest rate adjustment required by this Section shall be made each time that the allowable deduction for allocable interest expense decreases and shall be effective as of the date such decrease becomes effective for the financial institution that is at the time Lessor (or an assignee of Lessor or its assigns). No such adjustment in the interest rate shall be effective during any period when the Lessor (or an assignee of Lessor or its assigns) is not a financial institution for purposes of Section 265 of the Code.

Any adjustment required by this Section shall increase the amount of interest payable as a part of each Lease Payment affected, but shall not change the principal component of any Lease Payment.

**27. Covenant Regarding Tax-Exempt Interest.** The Lessee hereby represents and warrants that the interest portion of each Lease Payment will not be includible in gross income of the Lessor. The Lessee hereby covenants and agrees that it will not take any action, or fail to take any action, if such action or failure to act would cause the interest portion of each Lease Payment to be or become includible in gross income of the Lessor for purposes of federal income taxation. Without limiting the generality of the preceding sentence, the Lessee hereby covenants and agrees that, to the extent necessary for the interest portion of each Lease Payment to be so excludable from gross income,

(a) the Equipment shall not be used in any private business use; the Lease Payments shall not be secured by, or derived from, property used in a private business use; no portion of the proceeds of this Lease shall be used to make or finance loans to persons other than governmental units; and proceeds of this Lease shall not be used in any manner that would cause this Lease to be or become a "private activity bond", as defined in Section 141 of the Code; and

(b) the Lessee shall submit to the Secretary of the Treasury a statement or report with respect to the execution and delivery of this Lease as required by Section 149(e) of the Code.

If Lessor determines in good faith (which determination shall be supported by an opinion of nationally recognized bond counsel) or if the Internal Revenue Service shall claim in writing that the interest portion of the Lease Payments is includible in the gross income of Lessor or any former Lessor ("Taxable"), then the interest rate hereunder shall be adjusted to the Prime Rate plus 1.0%, determined daily according to the Prime Rate in effect for such date, effective as to the earliest date that such interest was Taxable. Any additional amount of interest due for the period prior to the date Lessee was notified that interest was Taxable and began making payments at the adjusted rate shall be paid by Lessee, at the option of Lessor, (i) within thirty (30) days after the date Lessee is notified of the amount due, or (ii) on such other payment schedule as shall be satisfactory to Lessor. "Prime Rate" shall mean the rate of interest announced by Regions Bank (the "Bank") as its prime rate, with the understanding that the Bank's prime rate is one of its base rates established from time to time for lending purposes and is not necessarily the best or lowest rate offered by the Bank and is evidenced by the recording thereof after its announcement in such internal publication or publications as the Bank may designate.

**28.** **Representations of Lessee**. Lessee hereby represents and warrants that: (i) Lessee is a duly constituted, organized and validly existing political subdivision existing under the laws of the State of Florida and is authorized to lease personal property and to sell or lease or otherwise dispose of personal property; (ii) Lessee has full power, authority, and legal right to execute, deliver and perform the agreements on its part contained in this Lease; (iii) the person or persons executing this Lease on behalf of Lessee have been duly authorized under the laws of the State of Florida and a duly adopted resolution of Lessee's governing body is in full force and effect on the date hereof to execute this Lease on behalf of Lessee and to obligate Lessee hereunder; (iv) Lessee has taken all necessary steps or complied with all procedures required for the authorization and execution of this Lease; (v) all Lease Payments which are to be made hereunder will be paid out of funds which are legally available for such purpose; (vi) Lessee has obtained or made, or does not require, the approval of or the giving of notice to any Federal, State, local or foreign governmental authority in order to enter into this Lease; (vii) Lessee is not required to submit this Lease to Lessee's electorate for approval; (viii) Lessee, by entering into this Lease, does not violate any law binding on Lessee or contravene any indenture, credit agreement, or any other agreement under which Lessee is a party or by which it is bound; (ix) this Lease constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; (x) there are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body or judgments which may materially adversely affect Lessee's financial condition or operations; (xi) the Equipment is personal property and is not now nor will it become either real property or a fixture or inventory; (xii) the use of the Equipment is essential, necessary, useful, and appropriate to the lawful purposes of Lessee and in the discharge of its duties as a governmental body; (xiii) the Lease application (if any) is true and is not misleading; (xiv) the execution of this Lease does not constitute a default in any other agreement of Lessee; (xv) there is not existing, and Lessee will not directly or indirectly create, incur, assume or suffer to exist, any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, title thereto or any interest therein, except the respective rights of Lessor and Lessee under this Lease and further excepting any mortgage, security interest, pledge, lien or encumbrance granted by Lessor; (xvi) the Equipment is of size, design, capacity and manufacture selected by Lessee and will be suitable for Lessee's purposes; (xvii) Lessee will cause to be done, executed, acknowledged and delivered all such further acts, instruments, conveyances and assurances as Lessor shall require for accomplishing the purposes of this Lease; (xviii) Lessee shall promptly furnish to Lessor such information as may be required to enable Lessor to timely file any reports required to be filed by it under this Lease with any governmental authority; (xix) Lessee has complied with the insurance provisions of Section 15; (xx) Lessee will execute or file any reports or tax forms required by State or Federal authorities; (xxi) Lessee and its governing body reasonably believe that Lessee shall have sufficient available funds during each fiscal year through the maximum term to elect to appropriate monies to make the Lease Payments hereunder; and (xxii) all actions of the governing body of the Lessee and its members concerning this Lease have been taken in accordance with the laws of the State of Florida.

**29. Arbitration.** Lessee represents to Lessor that its business and affairs constitute substantial interstate commerce and that it contemplates using the Equipment in substantial interstate commerce. Except as otherwise specifically set forth below, any action, dispute, claim, counterclaim or controversy ("Dispute" or "Disputes"), between or among Lessor, Lessee or any guarantor, including any claim based on or arising from an alleged tort, shall be resolved by arbitration as set forth below. As used herein, Disputes shall include all actions, disputes, claims, counterclaims or controversies arising in connection with this Lease (including all Exhibits and other addenda), any extension of or amendments to this Lease, any security or collateral given to Lessor, any action taken (or any omission to take any action) in connection with any of the foregoing, any part, present and future agreement between or among Lessor, Lessee or any guarantor (including this Lease and any related guaranty agreement), and any past, present or future transactions between or among Lessor, Lessee or any guarantor.

To the extent permitted by applicable law, all Disputes will be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") in Broward County, Florida, Defenses based on statutes of limitations, estoppel, waiver, laches and similar doctrines, that would otherwise be applicable to an action brought by a party, shall be applicable in any such arbitration proceeding, and the commencement of an arbitration proceeding with respect to this Lease shall be deemed the commencement of an action for such purposes.

Whenever an arbitration is required hereunder, the arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the AAA. The AAA shall designate a panel of 10 potential arbitrators knowledgeable in the subject matter of the Dispute. Each of Lessor and Lessee shall designate, within thirty (30) days of the receipt of the list of potential arbitrators, one of the potential arbitrators to serve, and the two arbitrators so designed shall select a third arbitrator from the eight remaining potential arbitrators. The panel of three arbitrators shall determine the resolution of the Dispute.

**30. No Agency.** Lessee hereby acknowledges and agrees that neither the manufacturer, the supplier, nor any salesman, representative or other agent of the manufacturer or supplier, is an agent of Lessor. No salesman, representative or agent of the manufacturer or supplier is authorized to waive or alter any term of condition of this Lease and no representation as to the Equipment or any other matter by the manufacturer or supplier shall in any way affect Lessee's duty to pay Lease Payments and perform its other obligations as set forth in this Lease.

**31. Finance Lease.** Lessee hereby acknowledges that for purposes of the Florida Uniform Commercial Code, this Lease is a finance lease and Lessor is not an agent of the manufacturer or vendor of the equipment. Lessee hereby acknowledges that Lessee has selected the supplier of the equipment and directed Lessor to purchase the equipment from the supplier. Lessee hereby acknowledges that it is entitled under the UCC to all warranties and other rights provided to Lessee by the supplier of the equipment and to contact the supplier for an accurate and complete statement of any such express warranties and other rights and any disclaimers or limitations of such rights or of remedies.

**32. Lessee Acknowledgments.** To the extent permitted by Florida law, Lessee acknowledges and agrees that, except as otherwise expressly set forth herein, Lessee shall not have any right to (a) cancel or repudiate the Lease, (b) reject or revoke acceptance of the Equipment after its acceptance thereof in accordance herewith, (c) recover damages from the Lessor for breach of warranty in respect of, or for any other reason related to, the Equipment (d) claim a security interest in any rejected Equipment in the Lessee's possession or control, (e) deduct from rent all or any part of any claimed damages resulting from the Lessor's default under the Lease, (f) "cover" by making any purchase or lease of substitute equipment, (g) recover from the Lessor or any assignee of the Lessor any general, special, incidental or consequential damages for any reason whatsoever, and (h) obtain specific performance, replevin or the like for any of the

Equipment. The Lessee also agrees that it shall have no right to require the Lessor to sell or re-lease the Equipment or otherwise to mitigate damages.

**33.** **Additional Provisions.** Any additional provisions and modifications, if any, to the standard language of this Lease are set forth in Exhibit D attached hereto.

**LESSEE:**
**City of Pompano Beach**

By: _____

Title: MAYOR

The official signature page of the City of Pompano Beach is attached hereto and incorporated into this document.

Attest:

By: _____

Title: _____

**LESSOR:**
**Regions Equipment Finance Corporation**

By: _____

Title: _____

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____ (SEAL)
ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

_____
MARK E. BERMAN, CITY ATTORNEY

**STATE OF FLORIDA**

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of October, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

**EXHIBIT A**
**TO**
**EQUIPMENT LEASE-PURCHASE AGREEMENT**
**DATED October 29, 2015**
**BETWEEN Regions Equipment Finance Corporation**
**AND**
**City of Pompano Beach**

Description of Equipment

| Quantity | Description | Location |
|---|---|---|
| 1 | Fire Engine | City of Pompano Beach, FL |
| 1 | Sedan | City of Pompano Beach, FL |
| 1 | Squad-Special Ops Unit | City of Pompano Beach, FL |
| 1 | Rescue Van | City of Pompano Beach, FL |
| 1 | Pickup truck | City of Pompano Beach, FL |
| 1 | Pickup truck | City of Pompano Beach, FL |
| 1 | Minivan | City of Pompano Beach, FL |
| 1 | SUV | City of Pompano Beach, FL |
| 1 | Street Sweeper | City of Pompano Beach, FL |
| 2 | Front Lawn Mower | City of Pompano Beach, FL |
| 4 | Enclosed Lawn Trailers | City of Pompano Beach, FL |
| 1 | Toro Workman | City of Pompano Beach, FL |
| 2 | T-250 Van | City of Pompano Beach, FL |
| 4 | SUV | City of Pompano Beach, FL |
| 1 | Pickup Truck | City of Pompano Beach, FL |
| 8 | Pickup Truck (single cab) | City of Pompano Beach, FL |

This is a general equipment description. This exhibit will be amended and updated with specific equipment information once the equipment is identified and the escrow account is fully funded and closed.

Identified by:
Lessor: _____
Lessee: _____

10/19/2015
001-0000057-001

**EXHIBIT B**
**TO**
**EQUIPMENT LEASE-PURCHASE AGREEMENT**
**DATED October 29, 2015**
**BETWEEN Regions Equipment Finance Corporation**
**AND**
**City of Pompano Beach**

Acceptance Certificate

Regions Equipment Finance Corporation
P.O. Box 2545
Birmingham, Alabama 35202

Ladies and Gentlemen:

In accordance with the terms of the Equipment Lease-Purchase Agreement dated **October 29, 2015** (the "Lease") between **Regions Equipment Finance Corporation** ("Lessor"), and **City of Pompano Beach** ("Lessee"), Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. The Equipment, as such term is defined in the Lease, has been delivered and installed at the Equipment Location specified in Exhibit A to the Lease and was accepted by Lessee on

**(Date)**_____

2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. No Event of Default (as defined in the Lease) and no event which with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing.

Dated: _____

**City of Pompano Beach**

By: _____
Title: MAYOR

10/19/2015
001-0000057-001

**EXHIBIT C**
**TO**
**EQUIPMENT LEASE-PURCHASE AGREEMENT**
**DATED October 29, 2015**
**BETWEEN Regions Equipment Finance Corporation**
**AND**
**City of Pompano Beach**

Commencement Date: **October 29, 2015**
Expiration Date: **October 29, 2020**
Interest Rate: **1.4000%**

Total Obligation of **City of Pompano Beach**
for Calendar Year of 2015
Execution and Renewal Years

**Loan Amortization**

| Date | Funding | Payment | Interest | Principal | Balance |
|---|---|---|---|---|---|
| 10/29/2015 | $ 2,257,875.40 | | | | $ 2,257,875.40 |
| 1/29/2016 | | $ 117,088.52 | $ 7,902.56 | $ 109,185.95 | $ 2,148,689.45 |
| 4/29/2016 | | $ 117,088.52 | $ 7,520.41 | $ 109,568.10 | $ 2,039,121.35 |
| 7/29/2016 | | $ 117,088.52 | $ 7,136.92 | $ 109,951.59 | $ 1,929,169.76 |
| 10/29/2016 | | $ 117,088.52 | $ 6,752.09 | $ 110,336.42 | $ 1,818,833.34 |
| 1/29/2017 | | $ 117,088.52 | $ 6,365.92 | $ 110,722.60 | $ 1,708,110.74 |
| 4/29/2017 | | $ 117,088.52 | $ 5,978.39 | $ 111,110.13 | $ 1,597,000.61 |
| 7/29/2017 | | $ 117,088.52 | $ 5,589.50 | $ 111,499.01 | $ 1,485,501.60 |
| 10/29/2017 | | $ 117,088.52 | $ 5,199.26 | $ 111,889.26 | $ 1,373,612.34 |
| 1/29/2018 | | $ 117,088.52 | $ 4,807.64 | $ 112,280.87 | $ 1,261,331.47 |
| 4/29/2018 | | $ 117,088.52 | $ 4,414.66 | $ 112,673.85 | $ 1,148,657.61 |
| 7/29/2018 | | $ 117,088.52 | $ 4,020.30 | $ 113,068.21 | $ 1,035,589.40 |
| 10/29/2018 | | $ 117,088.52 | $ 3,624.56 | $ 113,463.95 | $ 922,125.44 |
| 1/29/2019 | | $ 117,088.52 | $ 3,227.44 | $ 113,861.08 | $ 808,264.37 |
| 4/29/2019 | | $ 117,088.52 | $ 2,828.93 | $ 114,259.59 | $ 694,004.78 |
| 7/29/2019 | | $ 117,088.52 | $ 2,429.02 | $ 114,659.50 | $ 579,345.28 |
| 10/29/2019 | | $ 117,088.52 | $ 2,027.71 | $ 115,060.81 | $ 464,284.47 |
| 1/29/2020 | | $ 117,088.52 | $ 1,625.00 | $ 115,463.52 | $ 348,820.95 |
| 4/29/2020 | | $ 117,088.52 | $ 1,220.87 | $ 115,867.64 | $ 232,953.31 |
| 7/29/2020 | | $ 117,088.52 | $ 815.34 | $ 116,273.18 | $ 116,680.13 |
| 10/29/2020 | | $ 117,088.52 | $ 408.38 | $ 116,680.13 | $ (0.00) |
| | $ 2,257,875.40 | $ 2,341,770.30 | $ 83,894.90 | $ 2,257,875.40 | |

Identified by:
Lessor: _____
Lessee: _____

10/19/2015
001-0000057-001

**EXHIBIT D**
**TO**
**EQUIPMENT LEASE-PURCHASE AGREEMENT**
**DATED October 29, 2015**
**BETWEEN Regions Equipment Finance Corporation**
**AND**
**City of Pompano Beach**

Additional Provisions and
Modifications to Standard Terms

None

Identified by:
Lessor: _____
Lessee: _____

10/19/2015
001-0000057-001

p mpano beach.
Florida's Warmest Welcome

ESSENTIAL USE LETTER

Dated: October 29, 2015

Lessor
P.O. Box 2545
Birmingham, Alabama 35202

Re: Equipment Lease-Purchase Agreement dated October 29, 2015

Gentlemen:

This letter is being written with respect to the use of the equipment (the "Equipment") to be leased to the undersigned pursuant to the above-referenced Equipment Lease-Purchase Agreement. The Equipment will be used by

The Fire, Public Works, Parks, Recreation & Cultural Arts and Code Compliance Departments
(Department or Division Using Equipment)

for the following purposes:

To carry our essential City functions in the normal course of City operations (Public Safety, Maintenance & General Government operations)
(State how and for what purposed the Equipment will be used)

The undersigned hereby represents that the use of the Equipment is essential and necessary to its proper, efficient and economic operation of its governmental functions and its purchase is pursuant to a legitimate public purpose.

Very truly yours,

_____
**LESSEE**

By:_____

Title:_____

INCUMBENCY CERTIFICATE

I, **ASCELETA HAMMOND**, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of **City of Pompano Beach**, a political subdivision or agency or public corporation duly organized and existing under the laws of the State of Florida ("Lessee"), that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of Lessee holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of Lessee to enter into that certain Equipment Lease-Purchase Agreement dated **October 29, 2015**, between Lessee and Lessor, as evidenced by the copy of the resolution of the Lessee attached hereto.

| NAME | TITLE | SIGNATURE |
|---|---|---|
| LAMAR FISHER | MAYOR | |
| | | |

IN WITNESS WHEREOF, this certificate has been executed by the undersigned and the seal of Lessee has been affixed.

Dated: October 29, 2015

_____
Secretary/Clerk

[SEAL]

**RESOLUTION**

Replace this page with final Version of Resolution prepared by City's Attorney and approved by REFCO Legal.

(To be written on Counsel's Letterhead)

OPINION OF COUNSEL

Replace this page with the City prepared Opinion of Counsel

(To be written on Counsel's Letterhead)

OPINION OF COUNSEL

Dated: _____

Lessor
P. O. Box 2545
Birmingham, Alabama 35202

Re: Equipment Lease-Purchase Agreement dated **DATE**

Ladies and Gentlemen:

I have acted as Counsel to **LESSEE** ("Lessee") with respect to that certain Equipment Lease-Purchase Agreement (the "Lease") dated **DATE**, by and between Lessor, as Lessor, and Lessee. I have reviewed the Lease and such other documents, records and certificates of Lessee and appropriate public officials as I have deemed relevant and am of the opinion that:

1. Lessee is a political subdivision or agency of the State of Florida;

2. The execution, delivery and performance by Lessee of the Lease have been duly authorized by all necessary action on the part of Lessee and no other necessary approval or consent is required in order for the Lease to be a legal, valid and binding obligation of Lessee enforceable in accordance with its terms; and

3. The Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms.

4. All necessary approvals, consents, and franchises (if applicable) have been obtained for the acquisition and operation of the equipment financed pursuant to the terms of the Lease.

5. Lessee has complied with all competitive bid law provisions of Florida law applicable to the Lease and the equipment financed thereby.

This opinion is rendered to and may be relied upon by Lessor, and or its successors and assigns and its legal counsel.

Very truly yours,

_____
(Attorney for the Lessee)

CERTIFICATE OF APPROPRIATION

I, **LAMAR FISHER, MAYOR** of **City of Pompano Beach** ("Lessee") hereby certify that all lease payments due by Lessee under that certain Equipment Lease-Purchase Agreement dated as of **October 29, 2015**, between Lessee and Lessor, as Lessor, for the fiscal year ending **2016**, are within such fiscal year's budget for Lessee and within an available, unexhausted and unencumbered appropriation for Lessee.

IN WITNESS WHEREOF, this certificate has been executed on behalf of Lessee by the undersigned officer.

Dated: October 29, 2015

_____

**City of Pompano Beach**

Name: **LAMAR FISHER**

Title: **MAYOR** of **CITY OF POMPANO BEACH**

# NOTICE AND CONSENT TO ASSIGNMENT

**October 29, 2015**

**City of Pompano Beach**
**100 WEST ATLANTIC BOULEVARD**
**POMPANO BECAH, FL 33060**

Attention: **Suzette Sibble**

Re: Equipment Lease-Purchase Agreement dated **October 29, 2015**, between **City of Pompano Beach** ("Lessee") and **Regions Equipment Finance Corporation** ("Lessor") an affiliated entity of Regions Bank.

Addressee:

Please be advised that **Regions Equipment Finance Corporation,** an affiliated entity of Regions Bank ("Lessor") has assigned all its rights, title and interest in and to the above referenced Equipment Lease- Purchase Agreement ( the" Lease"), the Equipment leased thereunder, and the right to receive payments thereunder to **Regions Bank** (the " Assignee").

All payments due under the Lease should be made to the Assignee at the following address:

**Regions Bank**
**C/O Regions Equipment Finance Corporation**
**P.O. Box 11407**
**Birmingham, Alabama 35246-1001**

Please acknowledge your acceptance of the assignment, your recordation of the assignment pursuant to the assignment provisions of the Lease, and your agreement to make the payment due under the Lease to the Assignee by the signature of a duly authorized officer in the space provided on the enclosed counterpart of this letter and return it to us at the address shown above.

Sincerely,

**Regions Equipment Finance Corporation, an affiliated entity of Regions Bank.**

By: _____

Title: _____

ACKNOWLEDGE AND ACCEPTED:

**City of Pompano Beach**

By: _____

Title: _____

**CERTIFICATE WITH RESPECT TO TAX-EXEMPT**
**INTEREST AND QUALIFIED TAX-EXEMPT OBLIGATIONS**

I, **LAMAR FISHER**, the **Mayor** of **City of Pompano Beach** ("Lessee"), am duly charged with the authority for executing that certain Equipment Lease-Purchase Agreement dated as of **October 29, 2015** (the "Lease") by and between Lessee and Lessor and do hereby certify as follows:

1. This certificate is executed for the purpose of establishing (i) that the interest component of each Lease Payment will not be included in gross income of the Lessor for purposes of federal income taxation and (ii) that the Lease qualifies as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

2. Lessee is a political subdivision of the State of Florida.

3. The Agreement is being issued in Calendar year ending **2015** (the "Calendar Year").

4. All proceeds of the Lease will be used to acquire the Equipment on the date of acceptance thereof by the Lessee, and Lessee shall never invest, or have the opportunity to invest, any proceeds of the Lease. None of the proceeds shall be used to reimburse Lessee for any expenditure made prior to sixty (60) days from the date of this Certificate.

5. The Lessee has not established any sinking fund or other similar fund for the payment of the Lease Payments.

6. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.

7. No portion of the payment of principal of, or interest on, the Lease is directly or indirectly (i) secured by any interest in property used or to be used for a private business use, or payments in respect of such property, or (ii) to be derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used for a private business use.

8. Lessee has designated the Lease as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code, pursuant to a resolution adopted by the governing body of Lessee, on **October 29, 2015**.

9. In the Calendar Year, Lessee has designated $ 2,257,875.40 of tax-exempt obligations (including the Lessee's obligations under the Lease) as qualified tax-exempt obligations. Including the Lease, Lessee will not designate more than $10,000,000 of obligations issued during the Calendar Year as qualified tax-exempt obligations.

10. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds, as defined in Section 265 of the Code) to be issued by Lessee and all subordinate entities during the Calendar Year will not exceed $10,000,000.

11. For purposes of this certificate, the amount of tax-exempt obligations stated as either issued, designated as qualified tax-exempt obligations or reasonably anticipated to be issued includes tax-exempt obligations issued by all subordinate entities of Lessee, as provided in Section 265(b)(3)(E) of the Code.

12. This certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, this certificate has been executed on behalf of Lessee by the undersigned officer.

Dated: **October 29, 2015**

_____

**City of Pompano Beach**

Name: **LAMAR FISHER**

Title: **MAYOR** of **CITY OF POMPANO BEACH**

1900 Fifth Avenue North
Suite 2400
Birmingham Alabama 35203
(866) 545-1758 Office
(205) 264-4800 Fax
(888) 537-7331 Toll-Free

October 29, 2015

CITY OF POMPANO BEACH
100 WEST ATLANTIC BOULEVARD
POMPANO, FL 33060

Dear Mr. Fisher:

You, CITY OF POMPANO BEACH ("Customer"), and the undersigned ("Regions") have entered into one or more financing arrangements pursuant to which you have executed with us or in our favor one or more loan agreements, leases, promissory notes, security agreements or other instruments (herein, your "Financing Documents"). This letter is intended to modify your Financing Documents, supersedes any terms thereof in conflict therewith, and is incorporated by reference therein and made part thereof. Specifically, we are requesting that you designate a person or persons, to be listed below, to act as your "Authorized Representative" in making requests to Regions for, giving to Regions, and receiving from Regions, audit confirmations, payoffs, account history, funding confirmations and other customer data in connection with your Financing Documents ("Customer Inquiries"), with the understanding that Regions may rely on and respond to such Customer Inquiries when delivered by any such Authorized Representative without necessity of any further verification or inquiry. Such Authorized Representatives (or any data set forth below concerning such persons) may be changed by Company only by written notice to Regions, specifically referring to the Financing Documents affected, , and shall not become effective until actual receipt of such notice and its acceptance in writing by Regions and, then, only as to the Financing Documents so identified by you. Company understands the risks and potential for misuse that exists in Company's making of Customer Inquiries through Authorized Representatives, assumes all consequences thereof and agrees to indemnify, save and hold harmless Regions in regard thereto. At any time and from time to time, Regions may, but shall not be required to, establish testing procedures with Company in regard to verifications of Customer Inquiries delivered (or received) in this manner, and Company shall comply with all such procedures at Regions' request.

Please complete the information below, add your signature below confirming your concurrence herewith, and return this letter to Regions at the address above as soon as practicable. Thank you.

Authorized Representatives

| Name | Title | Telephone Number | Email Address | Signature Specimen |
|---|---|---|---|---|
| Suzette Sibble | Finance Director | 954 786-4680 | suzette.sibble@copbfl.com | S. Sibble |
| Agnew Jean-pierre | Controller | 954 786-4501 | andrew.jean-pierre@copbfl.com | A Jean-pierre |
| Linda Dye | Revenue Collections | 954 786-4503 | linda.dye@copbfl.com | Linda Dye |
| | | | | |

[REGIONS EQUIPMENT FINANCE CORPORATION]

By_____
Authorized Officer

AGREED:

[CITY OF POMPANO BEACH]

By_____
Authorized Officer

**REGIONS EQUIPMENT FINANCE CORPORATION**

**PAY PROCEEDS LETTER**

**COMPANY: CITY OF POMPANO BEACH**
**LEASE PURCHASE AGREEMENT**
**DATED: OCTOBER 29, 2015**

Regions Equipment Finance Corporation
1900 Fifth Avenue North
Suite 2400
Birmingham, Alabama 35203

**Re:** The Schedule, executed by **CITY OF POMPANO BEACH** (the "Company") and either Regions Equipment Finance Corporation ("Regions") (the Schedule, as it incorporates the terms of the Master Agreement is hereinafter referred to as the "Agreement").

With reference to the Agreement, you are hereby authorized to disburse proceeds in the amount of **$2,257,875.40** by check, funds transfer or deposit, in such amounts and with such payees as are listed below:

1. Payee: **REGIONS BANK**
   Ref. No.:
   Amount: **$2,257,875.40**

   [ ] Check

   [X] Funds Transfer to Account No. _____ in Payee's Name at **REGIONS BANK** _____;
   Notification Information:

Should the closing occur at a later date, the proceeds should be adjusted accordingly.

**COMPANY: CITY OF POMPANO BEACH**

**BY:**_____

**ITS: MAYOR**

Form **8038-G**
(Rev. September 2011)
Department of the Treasury
Internal Revenue Service

# Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: If the issue price is under $100,000, use Form 8038-GC.

OMB No. 1545-0720

**Part I Reporting Authority** — If Amended Return, check here ▶ ☐

1 Issuer's name: CITY OF POMPANO BEACH
2 Issuer's employer identification number (EIN): 59 6000411
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions): SUZETTE SIBBLE
3b Telephone number of other person shown on 3a:
4 Number and street (or P.O. box if mail is not delivered to street address): 100 WEST ATLANTIC BOULEVARD — Room/suite:
5 Report number (For IRS Use Only): 3
6 City, town, or post office, state, and ZIP code: POMPANO BEACH, FL 33060
7 Date of issue: October 29, 2015
8 Name of issue:
9 CUSIP number:
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions):
10b Telephone number of officer or other employee shown on 10a:

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

| | | | |
|---|---|---|---|
| 11 | Education | 11 | |
| 12 | Health and hospital | 12 | |
| 13 | Transportation | 13 | |
| 14 | Public safety | 14 | |
| 15 | Environment (including sewage bonds) | 15 | |
| 16 | Housing | 16 | |
| 17 | Utilities | 17 | |
| 18 | Other. Describe ▶ | 18 | |
| 19 | If obligations are TANs or RANs, check only box 19a ▶ ☐ | | |
| | If obligations are BANs, check only box 19b ▶ ☐ | | |
| 20 | If obligations are in the form of a lease or installment sale, check box ▶ ☐ | | |

**Part III Description of Obligations.** Complete for the entire issue for which this form is being filed.

| | (a) Final maturity date | (b) Issue price | (c) Stated redemption price at maturity | (d) Weighted average maturity | (e) Yield |
|---|---|---|---|---|---|
| 21 | October 29, 2020 | $ 2,257,875.40 | $ N/A | 2.654 years | 1.4000 % |

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

| | | | | | |
|---|---|---|---|---|---|
| 22 | Proceeds used for accrued interest | | | 22 | |
| 23 | Issue price of entire issue (enter amount from line 21, column (b)) | | | 23 | |
| 24 | Proceeds used for bond issuance costs (including underwriters' discount) | 24 | | | |
| 25 | Proceeds used for credit enhancement | 25 | | | |
| 26 | Proceeds allocated to reasonably required reserve or replacement fund | 26 | | | |
| 27 | Proceeds used to currently refund prior issues | 27 | | | |
| 28 | Proceeds used to advance refund prior issues | 28 | | | |
| 29 | Total (add lines 24 through 28) | | | 29 | |
| 30 | Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) | | | 30 | |

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded ▶ _____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded ▶ _____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶
34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

**For Paperwork Reduction Act Notice, see separate instructions.**

Cat. No. 63773S Form **8038-G** (Rev. 9-2011)

10/19/2015
001-0000057-001

## Part VI Miscellaneous

| | | | |
|---|---|---|---|
| 35 | Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) | 35 | |
| 36a | Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) | 36a | |
| b | Enter the final maturity date of the GIC ▶ _____ | | |
| c | Enter the name of the GIC provider ▶ _____ | | |
| 37 | Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units | 37 | |

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool obligation ▶ _____

c Enter the EIN of the issuer of the master pool obligation ▶ _____

d Enter the name of the issuer of the master pool obligation ▶ _____

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶ _____

c Type of hedge ▶ _____

d Term of hedge ▶ _____

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶ _____

b Enter the date the official intent was adopted ▶ _____

**Signature and Consent**

Under penalties of perjury, I declare that I have examined the return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Signature of issuer's authorized representative Date ▶ Type or print name and title

**Paid Preparer Use Only**

| Print/Type preparer's name | Preparer's signature | Date | Check ☐ if self-employed | PTIN |
|---|---|---|---|---|
| Firm's name ▶ | | | Firm's EIN ▶ | |
| Firm's address ▶ | | | Phone no. | |

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above
CITY OF POMPANO BEACH

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
100 WEST ATLANTIC BOULEVARD

Requester's name and address (optional)

City, state, and ZIP code
POMPANO BEACH, FL 33060

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

or

**Employer identification number**
59 6000411

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** **Signature of U.S. person ▶** **Date ▶**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 7[2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Disregarded entity not owned by an individual | The owner |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.consumer.gov/idtheft* or 1-877-IDTHEFT(438-4338).

Visit the IRS website at *www.irs.gov* to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**EXHIBIT B**

(Funding Agreement)

**FUNDING AGREEMENT**
**TO REGIONS BANK ACCOUNT NO.:_____**

THIS AGREEMENT is made and entered into this **29**th day of **October, 2015** by and among **Regions Equipment Finance Corporation**, an Alabama Corporation, as Lessor ("Lessor"), **City of Pompano Beach**, as Lessee ("Lessee"), and **Regions Bank**, as Funding Agent ("Funding Agent").

**WITNESSETH:**

WHEREAS, Lessor and Lessee are parties to that certain Lease dated **October 29, 2015** date herewith (the "Lease"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, in connection with the Lease, Lessor has agreed to purchase Equipment, as defined therein and as selected by Lessee, and to lease such Equipment to Lessee pursuant to the terms specified therein; and

WHEREAS, Lessee has agreed to select the vendors, related services, and Equipment to be purchased by Lessor, and to lease the same from Lessor pursuant to the terms of the Lease; and

WHEREAS both Lessor and Lessee desire the Funding Agent to act as such hereunder.

NOW, THEREFORE, in consideration of the premises which shall be deemed an integral part of this Agreement and not as mere recitals thereto, and in consideration of the mutual agreements and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound thereby, agree as follows:

1. Deposits.

(a) Within **five** business days of the date of this Agreement, Lessor shall deposit or cause to be deposited with Funding Agent the amount of **Two Million Two Hundred Fifty Seven Thousand Eight Hundred Seventy Five Dollars and Forty Cents ($2,257,875.40)** for the purpose of funding the purchase of the Equipment and services related thereto as provided in the Lease, and for such other purposes as stated herein.

(b) Lessee represents and warrants that the amount provided for in subparagraph (a) above is sufficient to purchase and install the Equipment and to procure the related services. It is the intention of the Lessor and the Lessee that the Lessee shall obtain and complete such purchase, installation and procurement pursuant to purchase orders issued for the goods, services and Equipment selected by, delivered to, and accepted by Lessee. In the event the initial deposit provided for in subparagraph (a) above is inadequate to complete the purchase and installation of the Equipment, to make the same operational, and to procure services related to the Equipment as provided for in the Lease, then Lessee shall deposit or cause to be deposited with Funding Agent an amount sufficient to complete such purchase, installation and

procurement. The amounts payable by Lessee are to be payable solely from Lessee's available funds, as described in Section 4 of the Lease, and the foregoing provisions are subject thereto.

(c) In the event the initial deposit provided for in subparagraph (a) above is greater than the amount required to complete the purchase and installation of the Equipment, as well as procurement of services related to the Equipment as provided for in the Lease, then after the completion of the purchase and installation of the Equipment as evidenced by the Lessee's Final Acceptance Certificate as provided for in Section 5(d) hereof, Funding Agent shall pay the balance of the deposited funds to Lessor, who shall apply monthly such balance or the remaining portions thereof to the monthly amounts due from Lessee pursuant to the Lease, until the balance of such deposited funds are depleted fully.

(d) Subject to the terms and conditions of this Agreement, legal and equitable rights to all deposited funds shall remain in Lessor. Funding Agent shall hold, safeguard, administer, and disburse the deposited funds in accordance with the provisions hereof.

2. Term. The term of this Agreement shall commence on the date hereof and shall continue thereafter until the disbursement of the entire deposited funds held by Funding Agent as provided herein.

3. Disbursement of Deposited Fund.

(a) Funding Agent hereby covenants and agrees to disburse the deposited funds, with interest accrued thereon, if any, in accordance with this Agreement, unless otherwise specifically instructed in writing by Lessor and Lessee jointly.

(b) If Funding Agent receives conflicting instructions regarding disbursement of all or part of the deposited funds or otherwise determines that it is appropriate to seek a determination of entitlement to the deposited funds or any part thereof, then it may, at its option, interplead the balance of the deposited funds or such portion thereof then held by the Funding Agent to the custody of any court of competent jurisdiction, as determined by Funding Agent to have jurisdiction, together with such legal pleadings as it may deem appropriate, and thereupon be discharged from all further duties and liabilities under this Funding Agreement.

4. Status and Actions of Funding Agent. The acceptance by the Funding Agent of its duties hereunder is subject to the following terms and conditions, which all parties hereto agree shall govern and control with respect to the right, duties and liabilities of the Funding Agent:

(a) Funding Agent has a business relationship with Lessor. Both are owned by a single holding company. Because of this relationship, use of Funding Agent in this capacity may provide Lessor a financial or other benefit.

(b) Funding Agent acts hereunder as a depositary. Funding Agent shall not be responsible or liable in any manner for the sufficiency, correctness, genuineness, validity

or sufficiency of any of the executed agreements, documents or other items or for any claim or action by any person, firm, corporation or trustee concerning the right or power of any depositor to make any transfer or the validity of the transfer of any part of the deposited amount to the Funding Agent;

(c) Funding Agent shall be entitled to act upon, without any independent duty to investigate, any certificate, statement, notice, demand, request, consent, waiver, receipt, agreement or other instrument whatever, not only in reliance upon its due execution and the validity and effectiveness of its provisions, but also as to the accuracy and completeness of any information therein contained, which Funding Agent shall in good faith believe to be genuine and to have been signed or presented by a proper person or persons, and shall be protected in so acting.

(d) Funding Agent shall be entitled to request and receive from any party hereto such documents in addition to those provided for herein as Funding Agent may deem necessary to resolve any questions of fact involved in the provisions hereof.

(e) Funding Agent is authorized to and may, at the joint expense of Lessor and Lessee, consult counsel of its choice in respect to any dispute or conflict, or in respect to the construction of any of the provisions hereof, or in respect to any question relating to its duties or responsibilities under this Agreement, and shall incur no liability and shall be fully protected for any action taken or omitted in good faith on advice of such counsel.

(f) Funding Agent may, but shall be under no obligation to, advance any of its own funds in connection with the maintenance or administration of this Agreement, to institute or defend any action, suit or legal proceeding in connection herewith, or to take any other action likely to involve Funding Agent in expense. The Lessor and Lessee shall indemnify the Funding Agent and hold it harmless against the cost and expense (including without limitation, attorney's fees and expenses) of any such defense or action.

(g) If deemed appropriate by Funding Agent, Funding Agent shall be entitled to demand and receive jointly from Lessor and Lessee such funds as Funding Agent shall deem necessary to institute the interpleader actions described herein.

(h) Funding Agent is not a party to and is not bound by any agreement between any one or more of the parties hereto, except this Funding Agreement, unless otherwise expressly stated herein. Funding Agent shall not be bound by any amendment to this Agreement or by any other agreement between Lessor and Lessee unless Funding Agent shall have executed such amendment or agreement;

(i) Funding Agent shall have only such duties and responsibilities as are expressly set forth in this Agreement, being purely ministerial in nature, and it shall have no responsibility in respect to any of the deposited funds other than faithfully to follow the instructions herein contained.

(j) Funding Agent may resign and be discharged from its duties hereunder at any time by giving notice of such resignation to Lessor and Lessee specifying a date when such resignation shall take effect (which date shall be no fewer than fifteen (15) days after the date of delivery of such notice). Upon receipt of such notice, the Lessor shall appoint a successor funding agent, such successor to become Funding Agent hereunder upon the resignation date specified in the subject notice, at which time the resigning Funding Agent shall transfer the balance of the deposited funds to the successor Funding Agent, together with a statement detailing the history of all deposits, earnings, and disbursements. Any funding agent which shall succeed Funding Agent shall be a person or entity possessing trust powers in the State of Alabama; and

(k) Funding Agent shall not be held liable for any error of judgment, or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything that it may do or refrain from doing in connection herewith. Funding Agent shall be indemnified and held harmless, jointly and severally, by Lessor and Lessee against any and all claims, costs, expenses, damages and other liabilities incurred by it hereunder, including attorneys' fees and costs, whether or not litigation is commenced, except for those resulting from its own willful misconduct or gross negligence.

The provisions of this Section 4 shall survive the termination of this Agreement.

5. Instructions to Funding Agent.

(a) Use of Deposited Funds. Deposited funds shall be used for the purpose of funding the purchase of the Equipment and services related thereto (including installing such Equipment and making the same operational), as provided in the Lease, and for such other purposes as stated herein.

(b) Investment of Deposited Funds. The Funding Agent shall invest the deposited funds, at the written instruction of Lessee, in United States Treasury Bills, or Government Agency obligations, any fund secured by United States Treasury Bills, money market funds, or other interest-bearing or non-interest bearing bank accounts (including without limitation interest-bearing or non-interest bearing bank accounts of Regions Bank), with any remainder being deposited and maintained in an interest-bearing or non-interest bearing demand account with the Funding Agent (as directed by the Lessee), until disbursement of the entire deposited funds. Earnings, if any, on the deposited funds will be added to the deposit and shall become a part thereof. Income and expenses of the deposited funds will be taxed and reported in accordance with applicable income tax laws. The Funding Agent will pay from the deposited funds tax liabilities, if any, payable by the Funding Agent relative to the deposited funds.

(c) Acceptance, Acceptance Certificate, and Notices of Rejection. Lessee will inspect each Item, and either accept or reject delivery and installation. Lessee shall inform Lessor, Funding Agent, and the vendor of the rejected goods or services of Lessee's rejection of any Item, by providing a written notice of rejection to the Lessor,

Funding Agent and such vendor following the delivery, installation or rendering of the rejected goods or services. Lessee's acceptance after having such right of inspection shall constitute Lessee's acknowledgement that: (i) each Item is of the size, design, capacity, specification and manufacture selected by Lessee; (ii) Lessee is satisfied that such Item is suitable for its purpose and such Item is fit for its intended use; (iii) Lessor is neither a manufacturer of such Items nor a dealer therein; (iv) Funding Agent is neither a manufacturer of such Items nor a dealer therein; (v) Lessee waives any and all defenses which it may have against Lessor or Funding Agent arising from the Item including, but not limited to, the operation, delivery, installation or condition; and (vi) Lessee accepts said Equipment **AS IS, WHERE IS AND WITH WAIVER OF ALL WARRANTIES AS SET FORTH IN THE MASTER LEASE.** Lessee will sign a Certificate of Acceptance acknowledging acceptance of delivery and installation, and warranting that the items are being deployed in conformity with this Agreement and the Lease. Each Acceptance of Certificate shall include a description of the items being accepted, including, but not limited to, references to serial numbers, Schedule Number, and Purchase Order Number, and a statement as to whether the Acceptance Certificate includes, or does not include, all Items contained in the referenced Schedule and Purchase Order. Acceptance Certificate to accomplish the foregoing shall be completed by Lessee, using the form of Acceptance Certificate attached hereto as Exhibit B, or such other form as Lessor may subsequently provide for such purpose. Upon completion of the delivery and installation of all of the Items contained in all of the Schedules to the Lease, Lessee shall issue a Final Acceptance Certificate to Lessor and to Funding Agent, indicating such completion.

(e) Payment of Vendors. Upon receiving Acceptance Certificate, as defined in subparagraph (d) above, Funding Agent shall pay from the available deposited funds the providers of Equipment and related services pursuant to the terms and conditions specified in the Purchase Orders, unless otherwise mutually directed in writing by Lessor and Lessee jointly, and in this regard it is understood that Lessee may, with advance notice to Funding Agent, make direct payments to certain vendors on behalf of Funding Agent and request reimbursement from Funding Agent in the amount of such payments upon provision of proof of payment to Funding Agent. Lessee shall be responsible for the payment of all costs, fees, charges, expenses, damages, interest charges, claims, losses and liabilities in connection with or arising out of payment of invoices following the receipt of Acceptance Certificates as provided herein. Funding Agent shall provide to Lessor and to Lessee copies of documentation evidencing each payment by Funding Agent.

(f) Other Payments. Funding Agent shall also pay from the deposited funds other fees, charges and expenses as authorized herein or as mutually directed in writing by the Lessor and Lessee jointly. Funding Agent shall provide to Lessor and to Lessee copies of documentation evidencing each payment by Funding Agent.

(g) Statement of Account. Funding Agent shall provide statements to Lessor and to Lessee, no less frequently than once each calendar quarter, accounting for the deposits and disbursements of deposited funds.

(h) For purposes of subparagraphs (c) through (g) above, Purchase Orders, notices of rejection, Acceptance Certificates, evidence of payments, and statements sent to Lessor shall be sent to the attention of:

Lisa Fulghum
Regions Equipment Finance Corporation
4851 Tamiami Trail North
Naples, FL 34103

or such other person as Lessor may designate in writing from time to time.

For purposes of subparagraphs (c) and (d) above, Purchase Orders, notices of rejection, and Certificates of Acceptance sent to Funding Agent shall be sent to the attention of:

Oscar Herrera
Regions Bank
2800 Ponce De Leon Boulevard
Miami, FL 33134

or such other person as Funding Agent may designate in writing from time to time.

For purposes of subparagraphs (e) through (g) above, evidence of payments and statements sent to Lessee shall be sent to the attention of:

Suzette Sibble
City of Pompano Beach
100 West Atlantic Boulevard, Room 480
Pompano Beach, FL 33060

or such other person as Lessee may designate in writing from time to time.

6. Expenses and Compensation. Intentionally Left Blank

7. Interpleader Action Authorized. In the event of disagreement about the interpretation of this Agreement, or about the rights and obligations or the propriety of any action contemplated by the Funding Agent hereunder or upon the occurrence of the events described in Section 4(j) above, Funding Agent may, at its sole discretion, file an action in interpleader. The Lessor and Lessee shall indemnify the Funding Agent, jointly and severally, for all costs, including reasonable attorney's fees, in connection with the aforesaid interpleader action.

8. Default.

(a) In the event Lessee defaults in the performance of any of the terms of this Agreement or there is a default under the Lease, Lessor, shall, in a writing delivered to Funding Agent and Lessee, notify Funding Agent and Lessee of such default. Lessee shall have fifteen (15) days after the receipt of the aforesaid notice of default to cure same (or cause the same to be cured) and, in a writing acknowledged by Lessor and delivered to Funding Agent, notify Funding Agent of the cure of such default. If a default by

Lessee hereunder is not cured by Lessee within the fifteen-day curative period specified above, Funding Agent shall deliver the deposited funds to Lessor within five (5) days after the expiration of the aforesaid fifteen-day curative period.

(b) In the event that there is a dispute between Lessor and Lessee as to the existence of a default by Lessee in the performance of any of the terms of this Agreement or the Lease, or as to whether a default by Lessee has been cured as herein provided, Funding Agent shall, in its sole discretion, exercise one of the following options:

(1) continue to hold the deposited funds pending resolution of such dispute between Lessor and Lessee; or

(2) commence an interpleader action and deliver the deposited funds and any other assets, if any, being held by Funding Agent into the clerk of the court and be released from all obligations and liabilities created by this Agreement with respect to the deposited funds so delivered to the court.

9. Taxes. Lessee agrees to pay for any and all taxes that may be imposed on Funding Agent, excluding federal, state and local taxes imposed on, or measured by, the net income of Funding Agent, as a result of the services provided for herein.

10. Notices. All notices required or desired to be given hereunder shall be deemed sufficient if delivered personally or by certified mail, return receipt requested, and addressed as follows:

Lisa Fulghum
Regions Equipment Finance Corporation
4851 Tamiami Trail North
Naples, FL 34103

Oscar Herrera
Regions Bank
2800 Ponce De Leon Boulevard
Miami, FL 33134

City of Pompano Beach
Suzette Sibble
100 West Atlantic Boulevard, Room 480
Pompano Beach, FL 33060

or to such other address as the party for which such notice is intended shall have previously indicated by notice to the other parties hereto similarly given. In addition to the foregoing, a party may give notice by electronic mail provided however such notice shall not be deem received until the addressee confirms in writing such receipt either by electronic reply or by written response otherwise delivered in accordance with these notice procedures.

11. Attorneys' Fees. Lessor and Lessee hereby agree that in the event it should become necessary for either party to employ an attorney to enforce against the other any of its rights hereunder, then the prevailing party shall be entitled to reimbursement of all costs and expenses, including attorneys' fees, which may be reasonably incurred or paid at any time or times by it in connection therewith, including, without limitation, attorneys' fees and costs at trial court and appellate court levels.

12. Rules of Construction.

12.1 Entire Agreement. This Agreement, including all exhibits and schedules hereto as referenced herein, constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof, and supersedes all negotiations, preliminary agreements, and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matters hereof, provided, however, that nothing herein shall be deemed to affect adversely Lessor's rights, powers and privileges as provided in the Lease. Except as otherwise herein provided, no covenant, representation or condition not expressed in this Agreement, or in an amendment hereto made and executed in accordance with the provisions of subsection 12.2 of this section, shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

12.2 Amendments. No change, modification or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties hereto.

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

12.4 Separability. If any section or provision of this Agreement or the application of such section or provision is held invalid, the remainder of the Agreement and the application of such section or provision to persons or circumstances, other than those with respect to which it is held invalid, shall not be affected thereby.

12.5 Headings and Captions. The titles or captions of sections contained in this Agreement are provided for convenience of reference only and shall not be considered a part hereof for purposes of interpreting or applying this Agreement; and, therefore, such titles or captions do not define, limit, extend, explain, or describe the scope or extent of this Agreement or any of its terms provisions, representations, warranties, conditions, etc., in any manner or way whatsoever.

12.6 Gender and Number. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine or neuter and to the singular or plural as the identity of the person or entity or persons or entities may require.

12.7 Binding Effect on Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

12.8 Continuance of Agreement. The rights, responsibilities and duties of the parties hereto and the representations, warranties, covenants and agreements herein contained shall survive the Closing and the execution hereof, shall continue to bind the parties hereto, and shall continue in full force and effect until each and every obligation

of the parties hereto, pursuant to this Agreement and any document or agreement incorporated herein by reference, shall have been fully performed.

12.9 Remedies. All remedies shall be cumulative and not alternative.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above-written.

Lessee: **CITY OF POMPANO BEACH**

By: _____

Title: **MAYOR**

The official signature page of the City of Pompano Beach is attached hereto and incorporated into this document.

STATE OF: FLORIDA

COUNTY OF: BROWARD

The forgoing instrument was acknowledged before me this____day of_____, 2015 By **LAMAR FISHER**, the **MAYOR** of Lessee on behalf of Lessee.

_____

(SEAL) Notary Public

My Commission Expires:_____

Lessor: **REGIONS EQUIPMENT FINANCE CORPORATION**

By: _____

Title: _____

STATE OF ALABAMA
COUNTY OF JEFFERSON

The forgoing instrument was acknowledged before me this____day of_____, 2015 By(name)_____, the(title)_____ of Regions Equipment Finance Corporation on behalf of Lessor.

_____

(SEAL) Notary Public

My Commission Expires:_____

Funding Agent: **REGIONS BANK**

By: _____

Title: _____

STATE OF:_____

COUNTY OF:_____

The forgoing instrument was acknowledged before me this____day of_____, 2015 By(name)_____, the(title)_____ of Funding Agent on behalf of Regions Bank.

_____

(SEAL)

Notary Public

My Commission Expires:_____

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____ (SEAL)
ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

_____
MARK E. BERMAN, CITY ATTORNEY

**STATE OF FLORIDA**
**COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this ____ day of October, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

**EXHIBIT A**

FORM OF DISBURSEMENT REQUEST

**Date:** _____

1. The amount of the requested disbursement:$_____

2. The method of disbursement:

☐ Official Check (made payable to: _____)

Mailed to: _____

☐ _____ Bank Account Transfer to Acct #: _____

Acct name: _____

☐ Wire Transfer Bank Name: _____ ABA#: _____

Credit Acct Name: _____

Credit Acct #: _____

Special Instructions: _____

3. A brief description of the purpose of the payment: _____

_____

4. The undersigned certifies as follows:

(1) Payment of the disbursement for the purpose requested will not cause the undersigned to be in violation of any of its representations, warranties or covenants under the **Lease Purchase Agreement** dated **October 29, 2015** (the "Contract") including, but not limited to its covenants in the Contract.

(2) The amounts requested to be disbursed were properly incurred in connection with the acquisition of the Equipment and were not subject of any previous request for disbursement.

(3) The Equipment for which the disbursement is requested has been finally accepted by the Borrower.

5. Attached hereto are the following: Bills, receipts, invoices, or other documents evidencing the amounts and purposes for which the disbursement is requested.

**CITY OF POMPANO BEACH**

**By:** _____

_____ (Title)

**Original Loan Amount: $2,257,875.40**

**REGIONS EQUIPMENT FINANCE CORPORATION**

**By:** _____

_____ (Title)

_____ (Date)

Meeting Date: October 27, 2015 Agenda Item 47

REQUESTED COMMISSION ACTION:

| Consent | Ordinance | X **Resolution** | Consideration/ Discussion | Presentation |
|---|---|---|---|---|
| ____ | ____ | ____ | ____ | ____ |

SHORT TITLE APPOINTMENT TO THE PARKS AND RECREATION ADVISORY BOARD

**Summary of Purpose and Why:**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE PARKS AND RECREATION ADVISORY BOARD OF THE CITY OF POMPANO BEACH FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON NOVEMBER 14, 2018; PROVIDING AN EFFECTIVE DATE.

APPLICANTS:
Walter Clark ***(Incumbent)*** - District 5
Rafal Dradrach – District 1
Bruno Munoz – District 1
Philip J. Schulte – District 2
Hazel K. Armbrister – District 4
David Baumwald – District 4
Marie Goodrum Johnson – District 4
Marguerite K. Luster – District 4
Marcus A. McDougle – District 4
Shelton Pooler – District 4
John Reed – District 4
Bettye A. Walker – District 4
Andy Cherenfant – District 5
Frank Shulman – District 5
Richard Sasso – Lighthouse Point

**This is a Commission's appointment. Additionally, Charles H. Bechert, III (Alternate #2/District 3) desires to serve as a regular member.**

Accomplishing this item supports achieving *Initiative 5.2.1.* "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

The Board's membership is as follows: **Charles H. Bechert, III** (District 3/Alternate 2) and **Christopher Mullon** (District 3) appointed by Comr. Hardin; **Walter Clark** (District 5) and **Latoya T. Almonord** (District 4/Alternate 2) appointed by former Comr. Poitier; **Rafael Katz** (District 1) appointed by Comr. Dockswell; **Kenneth C. Arnold** (District 3) appointed by Mayor Fisher; **Albert Hill** – District 4 appointed by Comr. Phillips ; and **Walter Head** – District 2 appointed by Vice Mayor Burrie.

(1) Origin of request for this action: City Clerk's Office
(2) Primary staff contact: Asceleta Hammond Ext. 4611
(3) Expiration of contract, if applicable: ____
(4) Fiscal impact and source of funding: ____

| DEPARTMENTAL COORDINATION | DATE | DEPARTMENTAL RECOMMENDATION | DEPARTMENTAL HEAD SIGNATURE |
|---|---|---|---|
| City Clerk's Office | 10/14/15 | Approve | |
| X City Manager | | | |

ACTION TAKEN BY COMMISSION:

| Ordinance | Resolution | Consideration | Workshop |
|---|---|---|---|
| 1st Reading ____ | 1st Reading ____ | Results: | Results: |
| 2nd Reading ____ | | | |

pompano beach
Florida's Warmest Welcome

MEMORANDUM

DATE: October 14, 2015

TO: Asceleta Hammond, City Clerk

FROM: Melanie Heminger, Office Assistant II

SUBJECT: ATTENDANCE REPORT – Walter Clark

---

In accordance with your request, I am submitting the following attendance record:

**PARKS AND RECREATION ADVISORY BOARD**

**Walter Clark**

Attendance computed from November 2013 through October 2015:

Meetings Held: 20
Meetings Attended: 16
Meetings Attended: 80%

**RESOLUTION NO. 2016-_____**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____TO THE PARKS AND RECREATION ADVISORY BOARD OF THE CITY OF POMPANO BEACH FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON NOVEMBER 14, 2018; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** _____ is well qualified to serve as a member of the Parks and Recreation Advisory Board of the City of Pompano Beach and the City Commission desires to appoint a member thereto, now, therefore,

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1:** That _____ is hereby appointed to the Parks and Recreation Advisory Board of the City of Pompano Beach for a term of three (3) years; said term to expire on November 14, 2018.

**SECTION 2:** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this _____ day of _____, 2015.

_____
**LAMAR FISHER, MAYOR**

**ATTEST:**

_____
**ASCELETA HAMMOND, CITY CLERK**

# CITY OF POMPANO BEACH
# ADVISORY BOARD / COMMITTEE
# APPLICATION

**City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095**
**Post Office Drawer 1300, Pompano Beach, FL 33061**
**www.mypompanobeach.org**

Mr. ✓ Mrs.___ Ms.___ Miss___ **Name:** WALTER CLARK
(Optional)

**Residence Information:**
Home Address: 2541 N.W. 12th CT.
City/State/Zip: Pompano Bch. FLA 33069
Home Phone: 954-971-2881 Cell Phone: 954-347-5710
Email: Melah.Clark@yahoo.Com Fax: ___

**Business Information:**
Employer/Business Name: ___
Current Position / Occupation: ___
Business Address: ___
City/State/Zip: ___
Business Phone: ___ Fax: ___ Email: ___

Are you a U.S. Citizen? Yes ✓ No___

Are you a resident of Pompano Beach? Yes ✓ No___ Reside in District: 1__ 2__ 3__ 4__ 5 ✓

Do you own real property in Pompano Beach? Yes ✓ No___

Are you a registered voter? Yes ✓ No___

Have you ever been convicted of a felony? Yes___ No ✓

Current or prior service on governmental boards and/or committees: ___

**Please make a check next to the Advisory Boards/Committees you would like to serve on:**

| | | | | | |
|---|---|---|---|---|---|
| | Affordable Housing | | Cultural Arts | ✓ | Parks and Recreation |
| | Air Park | | Education | | *Planning & Zoning/Local Planning Agency |
| | Architectural Appearance | | Emergency Medical Services | | *Police & Firefighter's Retirement System |
| | Budget Review | | *Employee's Board of Appeals | | Pompano Beach Economic Development Council |
| | Charter Amendment | | Employee's Health Insurance | | Recycling & Solid Waste |
| | Community Appearance | | *General Employee's Retirement System | | Sand & Spurs Riding Stables |
| | *Community Development | | Golf | | Marine |
| | CRA East | | Historic Preservation | | *Unsafe Structures |
| | CRA West | ✓ | *Housing Authority of Pompano Beach | | *Zoning Board of Appeals |

***Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.**

In addition a Resume may be attached

Education: Masters Degree in Leadership Doctrate Degree in Theology

Experience: 35 years serving Broward County Schools

Past Positions: Assistant Principal McFatter Technical Center (School) - Davie, Florida

Hobbies:

***Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.***

Signature: [illegible] Date: 5/2/12

Initials of Clerk or Deputy: [illegible] AH Date received or confirmed: 10/15/15

**Please check one:** ✓ **New Application** ___ **Currently Serving on Board** ✓ **Updated Information**

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.

# CITY OF POMPANO BEACH
# ADVISORY BOARD / COMMITTEE
# APPLICATION

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK
2014 NOV -7 PM 3: 14

pompano beach
Florida's Warmest Welcome

**City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095**
**Post Office Drawer 1300, Pompano Beach, FL 33061**
**www.mypompanobeach.org**

Mr. ✓ Mrs.___ Ms.___ Miss___ **Name:** RAFAL DRADRACH
(Optional)

**Residence Information:**
Home Address: 3225 NE 13th St. Unit #203
City/State/Zip: Pompano Beach, FL 33062
Home Phone: — Cell Phone: 954-421-5159
Email: SureFixInc@aol.com Fax: 954-943-2231

**Business Information:**
Employer/Business Name: SureFix Contractors
Current Position / Occupation: General Contractor / President
Business Address: 3225 NE 13th St. #203
City/State/Zip: Pompano Beach, FL 33062
Business Phone: 954-943-0566 Fax: 954-943-2231 Email: SureFixInc@aol

Are you a U.S. Citizen? Yes ✓ No___

Are you a resident of Pompano Beach? Yes ✓ No___ Reside in District: 1 ✓ 2__ 3__ 4__ 5__

Do you own real property in Pompano Beach? Yes___ No ✓

Are you a registered voter? Yes ✓ No___

Have you ever been convicted of a felony? Yes___ No ✓

Current or prior service on governmental boards and/or committees: none

**Please make a check next to the Advisory Boards/Committees you would like to serve on:**

| | | | | | |
|---|---|---|---|---|---|
| | Affordable Housing | | Cultural Arts | ✓ | Parks and Recreation |
| | Air Park | | Education | | *Planning & Zoning/Local Planning Agency |
| | Architectural Appearance | | Emergency Medical Services | | *Police & Firefighter's Retirement System |
| | Budget Review | | *Employee's Board of Appeals | | Pompano Beach Economic Development Council |
| | Charter Amendment | | Employee's Health Insurance | | Public Art Committee |
| | Community Appearance | | *General Employee's Retirement System | | Recycling & Solid Waste |
| | | | | | Sand & Spurs Riding Stables |
| | *Community Development(CDAC) | | Golf | | Marine |
| | CRA East | | Historic Preservation | | *Unsafe Structures |
| | CRA West | | *Housing Authority of Pompano Beach | | *Zoning Board of Appeals |

***Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.**

**In addition a Resume may be attached**

Education: Buisness Management at Montgomery College Germantown, MD (1995-1997)
General Contractor at Gold Coast FL 2006

Experience: In both the Financial and Construction industries.

Past Positions: Senior Financial Advisor, Loan Officer and board member at Help in Crisis (Treasury).

Hobbies: Skatebording, scuba diving and art.

***Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.***

Signature: [signature] Date: 11/7/14

Initials of Clerk or Deputy: ka Date received or confirmed: 10/15/15

**Please check one:** ✓ **New Application** ___ **Currently Serving on Board** ___ **Updated Information**

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.

**RAFAL DRADRACH**
3225 NE 13th Street #203
Pompano Beach, FL 33062
(954) 421-5159
mokinlizard@aol.com

**Building Inspector**

Result-driven and well-organized General Contractor who's able to combine a unique blend of formal technical education with a solid hands-on background in the construction industry. Has extensive knowledge in building codes and state statutes. Versatile team player with a ability to incorporate new concepts and interact with all levels of professionals from building inspectors, architects, engineers, sub-contractors and homeowners. Excellent team building, communication and interpersonal skills. Provide outstanding customer service in high-pressure situations.

- Complex Problem Solving
- Attention to Detail
- Quality Assurance
- Continuous Process Improvement
- Planning and Development
- Time Management
- Leadership/Motivation
- Crisis Management
- Project Management
- Troubleshooting
- Code Compliance
- Keen Investigative Skills

**GENERAL CONTRACTOR**

- Execute entire construction company's daily operations.
- Write, design and produce construction contracts and drawings.
- Instrumental in coordinating large groups of technicians and sub-contractors.
- Managed (15) construction/remodeling technicians and achieved significant improvements in their productivity.
- Schedule work hours, resolve conflicts, determine salaries and enforce building codes.
- Arrange for financing and advanced funds in order to purchase supplies, equipment and services as a general contractor.
- Recruit extra labor during peak season.

**CODE ENFORCEMENT EXPERTISE**

- Review and interpret plans, blueprints, site layouts and construction methods to ensure compliance to building codes, state statutes and OSHA safety regulations.
- Approve and sign plans and permits that meet required specifications.
- Conduct inspections and monitor construction sites to enforce safety standards during structural, plumbing, electric, hvac and roof construction to meet the Florida building codes.
- Issue violation notices and stop-work orders, conferring with homeowners, violators and authorities to explain code regulations and recommend rectifications.

**FINANCIAL MANAGEMENT**

- Trained, supervised and managed (25) financial advisors and achieved significant improvements in their productivity.
- Evaluated clients credit according to geographical location, type and amount of debit to income ratio.
- Verified value of collateral by contacting all banks and (3) major credit agencies for current value of debit.
- Instructed employees in work methods, interpreting and enforcing operating orders and procedures.
- Recorded data, such as balance, collateral, repayment terms and purpose of consolidation.
- Wrote, designed and produced financial help.

**PROFESSIONAL EXPERIENCE**

- **SureFix**, (Home Repair and Remodeling Service), General Contractor, Owner, Pompano Beach, FL September
  2004 to Present

- **The Credit Network**, (Advisory and Financial), Senior Financial Advisor, Ft. Lauderdale, FL
  December 1997 to May 2004

- **TCLG**, (Loans and Financing), Loan Officer, Ft. Lauderdale, FL
  2001

- **AmeriDebit**, (Advisory and Financial), Financial Advisor, Germantown, MD
  1997

**EDUCATION**

| | |
|---|---|
| Business Management-Montgomery College-Germantown, MD | 1995-1997 |
| General Contractor-Gold Coast School-Miramar, FL | 2006 |

**LICENSING AND CERTIFICATIONS**

| | |
|---|---|
| General Contractor (GC) | 2006 |

# CITY OF POMPANO BEACH
# ADVISORY BOARD / COMMITTEE
# APPLICATION

pompano beach
Florida's Warmest Welcome

**City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095**
**Post Office Drawer 1300, Pompano Beach, FL 33061**
**www.mypompanobeach.org**

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK
2013 OCT -8 AM 8:28

Mr. ✓ Mrs.___ Ms.___ Miss___ Name: Bruno Munoz
(Optional)

**Residence Information:**
Home Address: 2605 SE 3rd Street
City/State/Zip: Pompano Beach, FL 33062
Home Phone: (954) 943-5386 Cell Phone: (954) 770-5178
Email: bmunoz64@yahoo.com Fax:

**Business Information:**
Employer/Business Name: Nova Southeastern University
Current Position / Occupation: Process Innovation Architect
Business Address: SW 36th Street, Suite 8001
City/State/Zip: Fort Lauderdale
Business Phone: (954) 770-5178 Fax: Email: bmunoz2@nova.edu

Are you a U.S. Citizen? Yes ✓ No___

Are you a resident of Pompano Beach? Yes ✓ No___ Reside in District: 1 ✓ 2__ 3__ 4__ 5__

Do you own real property in Pompano Beach? Yes ✓ No___

Are you a registered voter? Yes ✓ No___

Have you ever been convicted of a felony? Yes___ No ✓

Current or prior service on governmental boards and/or committees: None

**Please make a check next to the Advisory Boards/Committees you would like to serve on:**

| | | | | | |
|---|---|---|---|---|---|
| | Affordable Housing | | Cultural Arts | ✓ | Parks and Recreation |
| | Air Park | | Education | | *Planning & Zoning/Local Planning Agency |
| | Architectural Appearance | | Emergency Medical Services | | *Police & Firefighter's Retirement System |
| | Budget Review | | *Employee's Board of Appeals | | Pompano Beach Economic Development Council |
| | Charter Amendment | | Employee's Health Insurance | | Public Art Committee |
| | Community Appearance | | *General Employee's Retirement System | | Recycling & Solid Waste |
| | | | | | Sand & Spurs Riding Stables |
| | *Community Development(CDAC) | | Golf | | Marine |
| | CRA East | | Historic Preservation | | *Unsafe Structures |
| | CRA West | | *Housing Authority of Pompano Beach | | *Zoning Board of Appeals |

***Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.**

In addition a Resume may be attached

Education: Lean Six Sigma Black Belt - Florida Atlantic University
Masters Business Administration - Aix-en-Provence (FRANCE)

Experience: Process Innovation, Performance Improvement, Continuous Improvement, Operations, Systems Integration and Implementation, Training, Curriculum Writing, Lean Six Sigma

Past Positions: Operations Manager (2010-2013), Regional Operations Manager & Process Improvement (2007-2009), Instructional Designer (2006-2007), Trainer (Corporate: 2003-2006), Admissions Representative (2002-2003), Corporate Trainer (2001-2002)

Hobbies: Freedive Spearfishing - Soccer Coach

***Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.***

Signature: _____ Date: 10/08/2013

Initials of Clerk or Deputy: ka Date received or confirmed: 10/10/15

**Please check one:** ✓ **New Application** ___ **Currently Serving on Board** X **Updated Information**

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.

pompano beach
Florida's Warmest Welcome

# CITY OF POMPANO BEACH
# ADVISORY BOARD / COMMITTEE
# APPLICATION

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. XX Mrs.___ Ms.___ Miss___ Name: Philip James Schulte
(Optional)

**Residence Information:**

Home Address: 381 S.E. 5th Terrace

City/State/Zip: Pompano Beach, FL 33060

Home Phone: 954-242-8148 Cell Phone: 954-242-8148

Email: drphil3000@comcast.net Fax: 954-942-0146

**Business Information:**

Employer/Business Name: Broward County School

Current Position / Occupation: Teacher (Head Start)

Business Address: 700 N.E. 13th Avenue

City/State/Zip: Pompano Beach, FL 33060

Business Phone: 754-322-8050 Fax: 754-322-8090 Email: drphil3000@comcast.net

Are you a U.S. Citizen? Yes XX No___

Are you a resident of Pompano Beach? Yes XX No___ Reside in District 1__ 2 x 3__ 4__ 5__

Do you own real property in Pompano Beach? Yes XX No___

Are you a registered voter? Yes XX No___

Have you ever been convicted of a felony? Yes___ No XX

Current or prior service on governmental boards and/or committees: School Advisory Committee, President of the PTA; President of the Florida Education Fishing Foundation; Board Member of the Broward Children's Safety Council

**Please make a check next to the Advisory Boards/Committees you would like to serve on:**

| | | | | | |
|---|---|---|---|---|---|
| | Affordable Housing | | Cultural Arts | XX | Parks and Recreation XX |
| | Air Park | | Education | | *Planning & Zoning/Local Planning Agency |
| | Architectural Appearance | | Emergency Medical Services | | *Police & Firefighter's Retirement System |
| | Budget Review | | *Employee's Board of Appeals | | Pompano Beach Economic Development Council |
| | Charter Amendment | | Employee's Health Insurance | | Public Art Committee |
| | Community Appearance | | *General Employee's Retirement System | | Recycling & Solid Waste |
| | | | | | Sand & Spurs Riding Stables |
| | *Community Development | | Golf | | Marine |
| | CRA East | | Historic Preservation | | *Unsafe Structures |
| | CRA West | | *Housing Authority of Pompano Beach | | *Zoning Board of Appeals |

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

**In addition a Resume may be attached**

Education: Please see attached Resume

Experience: Please see attached Resume

Past Positions: Please see attached Resume

Hobbies: Please see attached Resume

***Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.***

Signature: Phil Schultz, PhD. Date: 3/7/13

Initials of Clerk or Deputy: _____ Date received or confirmed: 10/16/15

Please check one: ___ New Application ___ Currently Serving on Board ___ Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4085.

**PHILIP J. SCHULTE Ph.D.**
**381 S.E. 5th Terrace**
**Pompano Beach, Fl 33060**
**(954) 242-8148 (home)**
**(754) 322-8050 (work)**
**Email Address: drphil3000@comcast.net**

**OBJECTIVE** To secure a position on the Pompano Beach Advisory Board Committee.

**EDUCATION**

**THE UNION INSTITUTE**, Miami, FL
Doctorate of Philosophy in Interdisciplinary Studies with a Concentration in Education/Leadership Systems and a Specialization in Marine Science Curricula, May 2009

**NATIONAL UNIVERSITY**, Los Angeles, CA
Master of Science in Educational Administration, September 1995

**LANGUAGE DEVELOPMENT SPECIALIST CERTIFICATE**, Los Angeles, CA
Recipient of Certificate (1996) (eligible to teach Limited English Proficient Students)
Maintain working knowledge in Spanish (including reading, writing and speaking)

**LA SALLE UNIVERSITY**, Philadelphia, PA
Academic Year 1988-89
Course work in undergraduate and graduate theology

**TOWSON STATE UNIVERSITY**, Towson, MD
Bachelor of Science in Elementary Education, May 1988

**EXPERIENCE**

**POMPANO BEACH ELEMENTARY SCHOOL**
Full-Time Teacher, September 1999 – Present
Teach Pre-K Head Start students in a multi-cultural setting. Requirements of the Head Start program include daily parent meetings, home visits, and following a comprehensive early literacy curriculum.

Activities:
P.T.A. President, 2006 – present
School Advisory Committee, 2004 – 2011
New Educator Support System (NESS), 2002 – present

**WALKER ELEMENTARY SCHOOL**
Full-Time Teacher, August 1996 – 1999

Teach first grade students in a Title One School.

**WILTON PLACE ELEMENTARY SCHOOL**, Los Angeles, CA
Title 1 Coordinator, September 1995 - 1997
Coordinate federal Title 1 programs: prepare and draft budget of $250,000 for the school; supervise and coordinate the recruitment and hiring of teachers for after-school programs including, but not limited to, enrichment classes, adult ESL, computer and technology courses for teachers and staff; initiate and supervise norm-reference testing programs for the entire school site and perform other administrative duties as assigned.

Full-Time Teacher, July 1993 - August 1995
Teach multicultural classes (including Spanish, Korean, Chinese, Filipino) at KINDERGARTEN LEVEL in an English Language Development Program; large percentage of students have limited English proficiency; maintain successful rate instructing teaching through application of self-created award-winning program consisting of the use of kinesthetic/whole language approach.

Activities:
Computer and Instructional Technology Coordinator;
Los Angeles Regional Coordinator for Consolidated Charitable Campaign (including United Way, United Latino Fund, United Negro College Fund, Asian Pacific Charities, among others);
Member of Local School Leadership Council;
Member of Title I Advisory Council

**CASEY ELEMENTARY SCHOOL**, Rialto, CA
Full-Time Teacher, September 1990 - June 1993
Taught all subjects at KINDERGARTEN/FIRST GRADE level (combined) (1992-1993); taught all subjects at FIRST GRADE level (1991); taught Limited English Proficiency at FOURTH and FIFTH GRADE levels (combined) (1990); utilized kinesthetic, auditory and visual approach for a supplementary reading program (Project Read); bolstered the mathematics curriculum with A.I.M.S. activities; integrated social studies in the language arts program.

Awards/Acknowledgments:
**Outstanding Reading Teacher of the Year Award** by the Arrowhead Reading Council (1993)
Recipient of the 1991 D.A.R.E. (Drug Abuse and Resistance Education) Appreciation Certificate
Activities:
Chairman for the Educational Technology Committee (1991)

**ARCHBISHOP CARROL HIGH SCHOOL**, Radnor, PA
Part-Time Teacher, September 1988 - June 1989
Taught religion courses at NINTH GRADE level.

**HOMESTEAD ELEMENTARY SCHOOL**, Harford, MD
Student Teacher, February 1988 - May 1988
Taught all subjects at FIFTH GRADE level.

**SAINT GABRIEL'S HALL** (a resident facility for court-appointed juveniles), Audobon, PA
Summer School Teacher, Summer 1987
Taught courses in reading and mathematics at FOURTH through EIGHTH GRADE levels; trained with rehabilitation counselors.

**PERSONAL**

**FLORIDA EDUCATION FISHING FOUNDATION**, Pompano Beach, FL
President/Board Member, 2001- Present

**FLORIDA MARINE SCIENCE EDUCATORS ASSOCIATION**, Pompano Beach, FL
Member, 2006 – Present

**BROWARD CHILDREN'S SAFETY COUNCIL**, Pompano Beach, FL
Board Member, 2003 – Present

**SANTA MONICA RUGBY CLUB**, Santa Monica, CA
Member, 1993 -1998

**OTHER INTERESTS:** Reading, boating, golf, physical fitness, traveling, music art and horticulture

**REFERENCES AVAILABLE UPON REQUEST**

# CITY OF POMPANO BEACH
# ADVISORY BOARD / COMMITTEE APPLICATION

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr.___ Mrs.___ Ms. x Miss___ Name: Hazel K. Armbrister
(Optional)

**Residence Information:**
Home Address: 1808 N.W. 6th Avenue
City/State/Zip: Pompano Beach, Florida 33060
Home Phone: 954-943-6511 Cell Phone: 954-263-4453
Email: N/A Fax: N/A

**Business Information:**
Employer/Business Name: Rock Road Restoration Historical Group, Inc.
Current Position / Occupation: President
Business Address: P.O. Box 668746
City/State/Zip: Pompano Beach, Florida 33066
Business Phone: 954-943-6511 Fax: N/A Email: N/A

Are you a U.S. Citizen? Yes X No___

Are you a resident of Pompano Beach? Yes X No___ Reside in District: 1__ 2__ 3__ 4 X 5__

Do you own real property in Pompano Beach? Yes X No___

Are you a registered voter? Yes X No___

Have you ever been convicted of a felony? Yes___ No X

Current or prior service on governmental boards and/or committees: Current- Air Park, Historic Preservation
Prior- Annexation, Zoning Board of Appeals

**Please make a check next to the Advisory Boards/Committees you would like to serve on:**

| | | | | | |
|---|---|---|---|---|---|
| | Affordable Housing | x | Cultural Arts | x | Parks and Recreation |
| | Air Park | | Education | | *Planning & Zoning/Local Planning Agency |
| | Architectural Appearance | | Emergency Medical Services | | *Police & Firefighter's Retirement System |
| | Budget Review | | *Employee's Board of Appeals | | Pompano Beach Economic Development Council |
| | Charter Amendment | | Employee's Health Insurance | | Recycling & Solid Waste |
| | Community Appearance | | *General Employee's Retirement System | | Sand & Spurs Riding Stables |
| | *Community Development | | Golf | | Marine |
| | CRA East | | Historic Preservation | x | *Unsafe Structures Social Problems |
| | CRA West | | *Housing Authority of Pompano Beach | | *Zoning Board of Appeals |

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

In addition a Resume may be attached

Education: **Education studies into Masters, University of South Florida, Tampa**

Experience: **Bean Picker, Clerk, Volunteer, Educator, Community activist local, state, national**

Past Positions: **Annexation until all properties were voted into city boundaries.**

**Zoning Board of Appeals, resigned, appointed to Air Park**

**First Chairperson on the Historic Preservation Commitee**

Hobbies: **Sharing my views with others; Collecting Black Art; Traveling**

***Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.***

Signature: Hazel K. Armbrister Date: June 9, 2011

Initials of Clerk or Deputy: MR / ka Date received or confirmed: 10/16/15

Please check one: ___ New Application X Currently Serving on Board X Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.

pompano beach
Florida's Warmest Welcome

# CITY OF POMPANO BEACH
# ADVISORY BOARD / COMMITTEE
# APPLICATION

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK
2014 FEB 13 AM 11:21

Mr. X Mrs.___ Ms.___ Miss___ Name: David Baumwald
(Optional)

**Residence Information:**

Home Address: 600 NW 21 street

City/State/Zip: Pompano beach, Florida

Home Phone: ___ Cell Phone: 954-295-4118

Email: DavidBaumwald@ymail.com Fax: ___

**Business Information:**

Employer/Business Name: D and M home dev.corp.

Current Position / Occupation: Owner

Business Address: ___

City/State/Zip: ___

Business Phone: 954-295-4118 Fax: ___ Email: ___

Are you a U.S. Citizen? Yes ☑ No ☐

Are you a resident of Pompano Beach? Yes ☑ No ☐ Reside in District: 1 ☐ 2 ☐ 3 ☐ 4 ☑ 5 ☐

Do you own real property in Pompano Beach? Yes ☑ No ☐

Are you a registered voter? Yes ☑ No ☐

Have you ever been convicted of a felony? Yes ☑ No ☐

Current or prior service on governmental boards and/or committees: Vice-Chair Pompano Appearance comm. 4 yrs

**Please make a check next to the Advisory Boards/Committees you would like to serve on:**

| | | | | | |
|---|---|---|---|---|---|
| ✓ | Affordable Housing | | Cultural Arts | ✓ | Parks and Recreation |
| | Air Park | | Education | ✓ | *Planning & Zoning/Local Planning Agency |
| ✓ | Architectural Appearance | | Emergency Medical Services | | *Police & Firefighter's Retirement System |
| ✓ | Budget Review | | *Employee's Board of Appeals | | Pompano Beach Economic Development Council |
| | Charter Amendment | | Employee's Health Insurance | ✓ | Public Art Committee |
| | Community Appearance | | *General Employee's Retirement System | | Recycling & Solid Waste |
| | | | | | Sand & Spurs Riding Stables |
| | *Community Development(CDAC) | | Golf | | Marine |
| ✓ | CRA East | | Historic Preservation | ✓ | *Unsafe Structures |
| ✓ | CRA West | ✓ | *Housing Authority of Pompano Beach | ✓ | *Zoning Board of Appeals |

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

**In addition a Resume may be attached**

Education: H.S. Pompano High; Bert Rogers school of Real estate: Gold Coast Construction

Experience: 13 yrs as Owner hom/commercial remodeling company. Resident Pompano beach 32

Past Positions: Vice-Chair Appearance commitee still active

Hobbies: Home remodeling, Construction investing, Dining

***Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.***

Signature: [signature] Date: 02/13/2014

Initials of Clerk or Deputy: _____ Date received or confirmed: 10/15/15

Please check one: ☐ New Application ☑ Currently Serving on Board ☑ Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.

# CITY OF POMPANO BEACH
# ADVISORY BOARD / COMMITTEE APPLICATION

pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK
2015 JUL 29 AM 9: 00

**City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4099**
**Post Office Drawer 1300, Pompano Beach, FL 33061**
**www.mypompanobeach.org**

Mr.___ Mrs. X Ms.___ Miss___ **Name:** Marie Goodrum Johnson
(Optional)

**Residence Information:**

Home Address: 740 NW 18th Street

City/State/Zip: Pompano Beach, FL 33060

Home Phone: (954) 782-8096 Cell Phone: (954) 609-0639

Email: lexusree@aol.com Fax: ___

**Business Information:**

Employer/Business Name: RETIRED

Current Position / Occupation: ___

Business Address: ___

City/State/Zip: ___

Business Phone: ___ Fax: ___ Email: ___

Are you a U.S. Citizen? Yes ✓ No ☐

Are you a resident of Pompano Beach? Yes ✓ No ☐ Reside in District: 1 ☐ 2 ☐ 3 ☐ 4 ✓ 5 ☐

Do you own real property in Pompano Beach? Yes ✓ No ☐

Are you a registered voter? Yes ✓ No ☐

Have you ever been convicted of a felony? Yes ☐ No ✓

Current or prior service on governmental boards and/or committees: Kiwanis, Delta Sigma Theta Sorority, Inc.
Pompano Has Heart, Pompano Beach Women's Club, Volunteer in the Elementary Schools, Board of Director's for Stephanie Boys and Girls Club and OCOF, Inc.

**Please make a check next to the Advisory Boards/Committees you would like to serve on:**

| | | | | | |
|---|---|---|---|---|---|
| | Affordable Housing | | Cultural Arts | ✓ | Parks and Recreation |
| | Air Park | ✓ | Education | | *Planning & Zoning/Local Planning Agency |
| | Architectural Appearance | | Emergency Medical Services | | *Police & Firefighter's Retirement System |
| | Budget Review | | *Employee's Board of Appeals | | Pompano Beach Economic Development Council |
| | Charter Amendment | | Employee's Health Insurance | | Public Art Committee |
| ✓ | Community Appearance | | *General Employee's Retirement System | | Recycling & Solid Waste |
| | | | | | Sand & Spurs Riding Stables |
| | *Community Development(CDAC) | | Golf | | Marine |
| | CRA East | | Historic Preservation | | *Unsafe Structures |
| | CRA West | | *Housing Authority of Pompano Beach | | *Zoning Board of Appeals |

***Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.**

In addition a Resume may be attached

Education: Ed. Specialist Degree in Educational Leadership, Masters Degree in Elementary Educa and a BS Degree in Elementary Education as well as maintain my Certification in the state of FL which includes Early Childhood.

Experience: I am a retiree of 36 yrs. from the Broward County School System as an Elementary Sc Administrator. I was the principal of Sanders Park Elementary for 5 years. Retired from Pinewood Elem. sharing and caring for the North Lauderdale community for 15 years.

Past Positions: Chaired the Scholarship Committee, Broward County Alumni Chapter of Delta Sigma Theta Sorority, Inc. Served on the Parks and Recreation Committee for 2 years, Kiwanis Club of Pompano West, President for 8 years. Ely High School, Key Club Advisor & volunteer in schools and churches.

Hobbies: Travel, reading, tutor, visit the Margate Rehab. Nursing Home. In addition, being apart of enhancing our community i.e. and city.

***Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.***

Signature: Marie Goodrum Johnson [illegible] Date: 7/17/2015

Initials of Clerk or Deputy: _____ Date received or confirmed: 10/16/15

Please check one: ☑ New Application ☐ Currently Serving on Board ☐ Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.

**CITY OF POMPANO BEACH**
**COMMUNITY REDEVELOPMENT AGENCY**
**ADVISORY COMMITTEE APPLICATION**

☒ **West District** ☐ **East District**

Community Redevelopment Agency
Post Office Drawer 1300
Pompano Beach, Florida 33061

Phone No. (954) 786-4659
Facsimile No. (954) 786-5534

IN ORDER TO ASSIST THE BOARD OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY IN MAKING ADVISORY COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF APPLICANT: Marguerite K. Lustra

RESIDENCY ADDRESS: 632 N.W. 20th Court

ZIP CODE: 33060 HOME PHONE NO.: 954-942-8063

MAILING ADDRESS: 632 N.W. 20th Court

CITY/STATE/ZIP CODE: Pompano Beach, Fla. 33060

ARE YOU A CITY RESIDENT? YES: X NO: 43

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN: 1___ 2___ 3___ 4✓ 5___

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? YES: ✓ NO: ___

ARE YOU A REGISTERED VOTER? YES: ✓ NO: ___

BUSINESS OR OCCUPATION: Teacher Aide

BUSINESS ADDRESS: 800 N.W. 16 Street

CITY/STATE: Pompano Beach, Fla

ZIP CODE: 33060 BUSINESS PHONE NO: 954-786-376

ARE YOU PRESENTLY SERVING ON ANY CITY BOARDS OR COMMITTEES? No

IF YES, PLEASE LIST NAME: ___

PLEASE LIST THE FOLLOWING BACKGROUND INFORMATION, WHICH WOULD QUALIFY YOU TO SERVE ON THIS ADVISORY COMMITTEE*: _____

*** If you are applying for one of the "technical appointments", additional pages may be attached to provide a more in-depth description of your professional/technical background.**

EDUCATION: N/A

EXPERIENCE: N/A

CURRENT POSITION: N/A

PAST POSITIONS: N/A

HOBBIES: Reading, Travel Helping Other

*MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CRA BOARD OF DIRECTORS:*

Margaret Lusta
SIGNATURE OF APPLICANT

October 21, 2003
DATE OF APPLICATION

_____
INITIALS OF BOARD SECRETARY

10/16/15
DATE RECEIVED OR CONFIRMED

**NOTE:** IF YOU ARE APPOINTED TO SERVICE ON THIS COMMITTEE AND YOU NO LONGER WISH TO SERVE ON THE COMMITTEE, PLEASE EITHER CHECK HERE _____ AND RETURN TO THE BOARD SECRETARY, **OR** NOTIFY THE COMMUNITY REDEVELOPMENT AGENCY IN WRITING OF YOUR DESIRE NOT TO SERVE.

***THIS SECTION MUST BE COMPLETED BY THE CRA BOARD SECRETARY ONLY***

NUMBER OF MEETINGS HELD: _____ NUMBER OF MEETINGS ATTENDED: _____

# CITY OF POMPANO BEACH
# ADVISORY BOARD / COMMITTEE APPLICATION

pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK
2013 JAN 28 PM 4:22

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. ✓ Mrs.___ Ms.___ Miss___ (Optional) Name: Marcus A. McDougle

**Residence Information:**
Home Address: 971 NW 6 Ave
City/State/Zip: Pompano BEACH, FL 33060
Home Phone: 954-825-3769 Cell Phone: SAME as HOME
Email: playersfirst@gmail.com Fax:

**Business Information:**
Employer/Business Name: Players first Sports
Current Position / Occupation: President
Business Address: 971 NW 6 Ave
City/State/Zip: Pompano BCH, FL 33060
Business Phone: 954-825-3769 Fax: Email: playersfirst@gmail.com

Are you a U.S. Citizen? Yes ✓ No___

Are you a resident of Pompano Beach? Yes ✓ No___ Reside in District: 1__ 2__ 3__ 4 ✓ 5__

Do you own real property in Pompano Beach? Yes___ No ✓

Are you a registered voter? Yes ✓ No___

Have you ever been convicted of a felony? Yes___ No ✓

Current or prior service on governmental boards and/or committees:

**Please make a check next to the Advisory Boards/Committees you would like to serve on:**

| | | | | | |
|---|---|---|---|---|---|
| ✓ | Affordable Housing | ✓ | Cultural Arts | ✓ | Parks and Recreation |
| | Air Park | ✓ | Education | ✓ | *Planning & Zoning/Local Planning Agency |
| ✓ | Architectural Appearance | | Emergency Medical Services | | *Police & Firefighter's Retirement System |
| | Budget Review | | *Employee's Board of Appeals | ✓ | Pompano Beach Economic Development Council |
| ✓ | Charter Amendment | | Employee's Health Insurance | | Public Art Committee |
| | Community Appearance | | *General Employee's Retirement System | | Recycling & Solid Waste |
| | | | | | Sand & Spurs Riding Stables |
| ✓ | *Community Development | | Golf | | Marine |
| ✓ | CRA East | | Historic Preservation | ✓ | *Unsafe Structures |
| ✓ | CRA West | ✓ | *Housing Authority of Pompano Beach | ✓ | *Zoning Board of Appeals |

***Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.**

**In addition a Resume may be attached**

Education: B. A. in Sociology From Bethune Cookman
Studying for Masters in Health service adm.

Experience: over 12 yrs. experience event planning working w/ organizations that are community based for kids.

Past Positions: Alumni Board for Bethune Cookman
Take Stock in Kids mentor, Adviser to College bound kids;

Hobbies: Cultural events; sporting events; family function organizing

***Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.***

Signature: _____ Date: 1/28/13

Initials of Clerk or Deputy: _____ Date received or confirmed: 10/16/15

**Please check one:** ___ **New Application** ___ **Currently Serving on Board** X **Updated Information**

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.

**Marcus McDougle** 971 NW 6 Ave, Pompano, Florida 33060
playersfirst@gmail.com (954) 825-3769

**Youth Development Consultant**

*Offering over ten (10+) years of developing programs that specialize in youth mentoring and guidance experience with a unique events planning background. Working knowledge of substance abuse, behavioral and performance, learning and motivation of children and young adults as it relates to their varied life situations. Qualifications also include proficiency in working within the Department of Children and Families, county and city court systems as a children advocate. Possess the knowledge, skills, and abilities to efficiently provide proactive methods for treatment, rehabilitation of mental dysfunctions and overall guidance for children and young adults.*

## HIGHLIGHTS OF ACCOMPLISHMENTS:

- Program development for troubled children and young adults involved in juvenile, foster care and sports.
- Developed and facilitated community events such as health fairs, family crisis and job/life skills. CPR, First Aid, hand to hand combat, physical and mechanical restraint
- Recipient of the '2007 Mentor of the Year' when working with Palm Beach Elementary School Mentor
- Recipient of the "Assistant Coach of the Year" for two consecutive years (1997 and 1998) for working with Pop Warner team representing Daytona Beach Buccaneers
- Associated with Professional Development Group

## VALUE ADDED:

- Consistently apply critical thinking skills and good decision making abilities in business through deductive and sharp inductive reasoning ability.
- Possess and utilize active listening skills to assure clear and concise communication is maintained.
- Practice discipline, energetic, enthusiastic, goal-oriented, problem sensitivity and management skills.
- Exhibit responsible, self-motivated attributes and complemented by key organizational skills.
- Work efficiently with Microsoft Office including Word, Excel, Outlook and PowerPoint.

## EXPERIENCE:

2005 - 2013 **PlayersFirst, Inc.**
***Event Planner/Coordinator*** Fort Lauderdale and Miami, Florida

Worked directly with HOT105 Radio personality, City of Oakland Park, City of Pompano, Land Rover Dealership, Stocker McDougle of the Miami Dolphins, The Jerome McDougle and NFL Friends to arrange and implement several key sporting events. Coordinated services for events, such as accommodation and transportation for participants, facilities, catering, signage, displays, special needs requirements, printing and event security. Plan and develop programs, agendas, budgets, sponsors, and services for each sport and health related event.

- Achieved success with "The Good Life" which was a health fair event including health care, social services and other professional providers, displayed Brazilian Martial Arts, and provided free health snack giveaways to raise awareness on individual health.\
- Implemented 3 on 3 basketball tournaments, 7 on 7 Flag Football Challenge which raised funds for school supplies dispersed at the conclusion of the event.
- Coordinated three (3) day event for at-risk youths which included 1st Football Camp held on South Beach and the Orange Bowl raised awareness for service that serviced substance abuse, mental health, developmentally challenge youth and young adults

2008 – 2010 **Spectrum Programs, Inc./Miami Behavioral Health Center (MBHC)**
***Milieu Counselor*** Miami, Florida

Supervised, mentored and counseled young adults dealing with substance abuse and mental health issue within the court system. Encouraged young adults to express their feelings and discuss their lives, helped them develop insight into themselves and their relationships. Processed the paper work associated with documenting client's behaviors and progression. Evaluated young adults, individually and in group sessions, to assist in overcoming dependencies, adjusted to life, and made changes. Developed and implemented treatment plans based on evaluations and clinical experience.

**Marcus McDougle**
*playersfirst@gmail.com*
*971 NW 6 Ave, Pompano, Florida 33060*
*(954) 825-3769*

2001 – 2004 **Community Base Care**
***Case Manager*** Daytona Beach, Florida
Working directly with Volusia County's Department of Children and Families, court system, legal department and law enforcement. Resolved family crisis that directly involved at-risk children and their families. Advocated for the at-risk children/youth by acting as a liaison between the court system and the families in care. Educated children/youth and families about mental illness, abuse, medication, and available community resources. Monitored, evaluated, and recorded client progress with respect to treatment goals. Modified treatment plans according to changes in children/youth status. Increased social work knowledge by reviewing current literature, conducting social research, and attending seminars, training workshops.

**EDUCATION:**

Graduated May 2002 **Bethune-Cookman College**
***Bachelors' Degree in Sociology and Psychology (earned)*** Daytona Beach, Florida
Received Football Letterman in Spring 1993 and Fall 1995

Graduated June 1992 **Blanche Ely High**
***High School Diploma (earned)*** Pompano Beach, Florida

*State of Florida 2010* ***State of Florida***
**Certified in early childhood development** **Pompano Beach, Florida**
**HIV awareness**
**HIPAA**
**Crisis Intervention**

# CITY OF POMPANO BEACH
## ADVISORY BOARD / COMMITTEE
## APPLICATION

**City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095**
**Post Office Drawer 1300, Pompano Beach, FL 33061**
**www.mypompanobeach.org**

Mr. ✓ Mrs.___ Ms.___ Miss___ Name: Shelton Pooler
(Optional)

**Residence Information:**
Home Address: 1691 N W 7th Ter
City/State/Zip: Pompano Beach, Florida 33060
Home Phone: 954-830-2367 Cell Phone: 954-830-2367
Email: Pooishelton@Aol.com Fax:

**Business Information:**
Employer/Business Name: Pooler Home Inspections
Current Position / Occupation: Owner
Business Address: 1691 N W 7th Ter
City/State/Zip: Pompano Beach, Florida 33060
Business Phone: 954-830-2367 Fax: Email: Pooishelton@Aol.com

Are you a U.S. Citizen? Yes ✓ No___

Are you a resident of Pompano Beach? Yes ✓ No___ Reside in District: 1__ 2__ 3__ 4 ✓ 5__

Do you own real property in Pompano Beach? Yes ✓ No___

Are you a registered voter? Yes ✓ No___

Have you ever been convicted of a felony? Yes___ No ✓

Current or prior service on governmental boards and/or committees: none

**Please make a check next to the Advisory Boards/Committees you would like to serve on:**

| | | | | | |
|---|---|---|---|---|---|
| | Affordable Housing | | Cultural Arts | ✓ | Parks and Recreation |
| | Air Park | | Education | | *Planning & Zoning/Local Planning Agency |
| | Architectural Appearance | | Emergency Medical Services | | *Police & Firefighter's Retirement System |
| | Budget Review | | *Employee's Board of Appeals | ✓ | Pompano Beach Economic Development Council |
| | Charter Amendment | | Employee's Health Insurance | | Recycling & Solid Waste |
| | Community Appearance | | *General Employee's Retirement System | | Sand & Spurs Riding Stables |
| ✓ | *Community Development | | Golf | | Marine |
| | CRA East | | Historic Preservation | | *Unsafe Structures |
| | CRA West | ✓ | *Housing Authority of Pompano Beach | | *Zoning Board of Appeals |

***Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.**

**In addition a Resume may be attached**

Education: Ely High School
Atlantic Vocational Centre (2) years
Electrical wiring

Experience: Owner of Pooler Home Inspections.
President of Canal Pointe Home
Owner's Association

Past Positions: None

Hobbies: Love to fish and play basketball

***Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.***

Signature: Shelton Pooler Date: 7/10/11

Initials of Clerk or Deputy: M AH /ka Date received or confirmed: 10/14/15

Please check one: ✓ New Application ___ Currently Serving on Board X Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.

# CITY OF POMPANO BEACH
# ADVISORY BOARD / COMMITTEE
# APPLICATION

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. ✓ Mrs.___ Ms.___ Miss___ Name: John Reed
(Optional)

**Residence Information:**
Home Address: 1700 N.W. 5th Ave.
City/State/Zip: Pompano Bch., FL 33060
Home Phone: (954) 942-5517 Cell Phone: (954) 609-1695
Email: N/A Fax: N/A

**Business Information:**
Employer/Business Name: Retired
Current Position / Occupation: —
Business Address: —
City/State/Zip: —
Business Phone: — Fax: — Email: —

Are you a U.S. Citizen? Yes ✓ No___

Are you a resident of Pompano Beach? Yes ✓ No___ Reside in District: 1__ 2__ 3__ 4 ✓ 5__

Do you own real property in Pompano Beach? Yes___ No___

Are you a registered voter? Yes ✓ No___

Have you ever been convicted of a felony? Yes___ No ✓

Current or prior service on governmental boards and/or committees: N/A

**Please make a check next to the Advisory Boards/Committees you would like to serve on:**

| | | | | | |
|---|---|---|---|---|---|
| | Affordable Housing | | Cultural Arts | X | Parks and Recreation |
| | Air Park | | Education | | *Planning & Zoning/Local Planning Agency |
| | Architectural Appearance | | Emergency Medical Services | | *Police & Firefighter's Retirement System |
| | Budget Review | | *Employee's Board of Appeals | | Pompano Beach Economic Development Council |
| | Charter Amendment | | Employee's Health Insurance | | Recycling & Solid Waste |
| | Community Appearance | | *General Employee's Retirement System | | Sand & Spurs Riding Stables |
| | *Community Development | | Golf | | Marine |
| | CRA East | | Historic Preservation | | *Unsafe Structures |
| | CRA West | | *Housing Authority of Pompano Beach | | *Zoning Board of Appeals |

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

In addition a Resume may be attached

Education: B.S. DEGREE IN EDUCATION

Experience:

Past Positions:

Hobbies: GOLF

***Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.***

Signature: [illegible] Date: 5/13/11

Initials of Clerk or Deputy: MZ ka Date received or confirmed: 10/16/15

Please check one: ✓ New Application ___ Currently Serving on Board X Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.

# CITY OF POMPANO BEACH, FLORIDA
# ADVISORY BOARD/COMMITTEE APPLICATION

**City Clerk's Office**
**Post Office Drawer 1300**
**Pompano Beach, Florida 33061**

**www.ci.pompano-beach.fl.us**
**Phone No. (954) 786-4611**
**Facsimile No. (954) 786-4095**

IN ORDER TO ASSIST THE CITY COMMISSION IN MAKING MUNICIPAL BOARD AND COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF BOARD/COMMITTEE: CRA Board

NAME OF APPLICANT: Bettye A. Walker

RESIDENCY ADDRESS: 217 N.W. 15th Street, Pompano Beach, FL

ZIP CODE: 33060-5436 HOME PHONE NO.: 954-849-0980

MAILING ADDRESS: 217 N.W. 15th Street

CITY/STATE/ZIP CODE: Pompano Beach, FL 33060-5436

ARE YOU A CITY RESIDENT? YES: ✓ NO: ____

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN : 1___ 2___ 3___ 4✓ 5___

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? YES: ✓ NO: ____

ARE YOU A REGISTERED VOTER? YES: ✓ NO: ____

HAVE YOU BEEN CONVICTED OF A FELONY IN FLORIDA, OR ANY OTHER STATE, WITHOUT YOUR CIVIL RIGHTS HAVING BEEN RESTORED? YES: ____ NO: ✓

BUSINESS OR OCCUPATION: Retired

BUSINESS ADDRESS: ____

CITY/STATE: ____

ZIP CODE: ____ BUSINESS PHONE NO: ____

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? No

IF YES, PLEASE LIST NAME: _____

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? Yes

IF YES, PLEASE LIST NAME(S): Recreational Advisory Board

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? _

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE: _____

PLEASE LIST THE FOLLOWING BACKGROUND INFORMATION, WHICH WOULD QUALIFY YOU TO SERVE ON THIS BOARD OR COMMITTEE: Homeowner & Business Owner

EDUCATION: Bachelor of Arts in Accounting
Master of Business Administration with an Emphasis in Accounting

EXPERIENCE: 18 years as a bookkeeper in Broward County School Board and 10 years in business owner (Betty's Professional Business

CURRENT POSITION: N/A

PAST POSITIONS: _____

HOBBIES: Fishing, Sports & Traveling

***MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION.***

Betty A. Weber
SIGNATURE OF APPLICANT

Sept. 5, 2008
DATE OF APPLICATION

_____
INITIALS OF CLERK OR DEPUTY

10/16/15
DATE RECEIVED OR CONFIRMED

**NOTE:** IF YOU DO NOT WISH TO SERVE ON THIS BOARD OR COMMITTEE, PLEASE EITHER CHECK HERE _____ AND RETURN TO CITY CLERK, OR NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT TO SERVE.

***THIS SECTION MUST BE COMPLETED BY THE ADVISORY BOARD SECRETARY ONLY***

NUMBER OF MEETINGS HELD: _____ NUMBER OF MEETINGS ATTENDED: _____

# CITY OF POMPANO BEACH
# ADVISORY BOARD / COMMITTEE
# APPLICATION

pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK
2015 JUN 30 PM 5: 10

**City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095**
**Post Office Drawer 1300, Pompano Beach, FL 33061**
**www.mypompanobeach.org**

Mr. ✓ Mrs.___ Ms.___ Miss___ (Optional) **Name:** Andy Cherenfant

**Residence Information:**
Home Address: 2821 N. Course Drive #107
City/State/Zip: Pompano Beach, FL 33069
Home Phone: 954.532.2340 Cell Phone: 954.608.0412
Email: Cherenfantsr@yahoo.com Fax:

**Business Information:** International Enterprise Development (IED)
Employer/Business Name:
Current Position / Occupation: Loan Director for Pompano Beach CRA
Business Address: 50 NE 1st
City/State/Zip: Pompano Beach, FL 33060
Business Phone: 954.586.1136 Fax: 954.586.1114 Email: andy@iedfl.com

Are you a U.S. Citizen? Yes ✓ No___

Are you a resident of Pompano Beach? Yes ✓ No___ Reside in District: 1__ 2__ 3__ 4__ 5 ✓

Do you own real property in Pompano Beach? Yes___ No ✓

Are you a registered voter? Yes ✓ No___

Have you ever been convicted of a felony? Yes___ No ✓

Current or prior service on governmental boards and/or committees: Pompano Beach Branding Committee, MLK Festival Committee

**Please make a check next to the Advisory Boards/Committees you would like to serve on:**

| | | | | | |
|---|---|---|---|---|---|
| | Affordable Housing | | Cultural Arts | ✓ | Parks and Recreation |
| | Air Park | | Education | | *Planning & Zoning/Local Planning Agency |
| ✓ | Architectural Appearance | | Emergency Medical Services | | *Police & Firefighter's Retirement System |
| ✓ | Budget Review | ✓ | *Employee's Board of Appeals | ✓ | Pompano Beach Economic Development Council |
| | Charter Amendment | | Employee's Health Insurance | | Public Art Committee |
| ✓ | Community Appearance | | *General Employee's Retirement System | | Recycling & Solid Waste |
| | | | | | Sand & Spurs Riding Stables |
| ✓ | *Community Development(CDAC) | | Golf | | Marine |
| | CRA East | | Historic Preservation | | *Unsafe Structures |
| | CRA West | | *Housing Authority of Pompano Beach | ✓ | *Zoning Board of Appeals |

***Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.**

**In addition a Resume may be attached**

Education: Alabama A&M University Huntsville, AL
· Hotel & Restaurant Management
Prospect Hall School of Business, Computer Business Adm & Management

Experience:
Resume Attached

Past Positions:
Resume Attached

Hobbies: Playing football, basketball, coaching kid sports, Reading and attending community events

***Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.***

Signature: Andy Cherayfan Date: 6·30·15

Initials of Clerk or Deputy: _____ Date received or confirmed: 10/16/15

**Please check one: ___ New Application ___ Currently Serving on Board ___ Updated Information**

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.

**Andy Cherenfant I**
**2821 N. Course Drive #107, Pompano Beach, FL 33069**
**cherenfantsr@yahoo.com**
**Mobile: (954) 608-0412**

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**OBJECTIVE:** To serve on a board or committee where I can effectively use my leadership skills, business acumen, and ability to work with diverse populations to contribute to the growth, development, and civic synergy for the City of Pompano Beach.

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## CORE COMPETENCIES

- Business & Technology Development
- Client Relations
- Sales/Customer Service Management
- Entrepreneurial & Administration Training
- Financial Consultation
- Policy/Procedure Development & Implementation
- Workload Management
- Strategic Planning
- Operations Management
- Team Development
- Business Turn Around Strategies
- Business Analysis

## EXECUTIVE PROFILE

Recognized as a hands-on, expert problem solver who can rapidly resolve cross functional business process problems, formulate strategic plans, and implement change, with benefits to the business clients' bottom line. Solid reputation for persistently renegotiating deals to insure complete transactions with the best terms. Accomplished manager with exceptional interpersonal and communication skills; demonstrated leadership among managerial and department subordinates. Highly strategic thinker and creative problem solver, who was integral to the start-up and growth of the new and existing small businesses in Northwest Pompano Beach. Dynamic leader with over 7 years of experience in a community agency environment.

## PROFESSIONAL EXPERIENCE

**08/2014 - Present The Cherenfant Group, LLC, President:** Providing consulting service for businesses and governmental agencies in the areas of micro-enterprise business and loan programs, small business incubators, and job development and placement to facilitate economic growth. Providing training for trainers to teach the fundamentals of economic development and community revitalization.

***Key Achievements***

- Leveraged commercial capital resulting in $425,000 for construction and property purchase for clients
- Provided innovative recommendations to several South Florida economic development staff in both private and government sectors.
- Translator for international business development
- Conducted strategic planning and proposal development seminars
- Provided key consultations for several entities looking to invest in Pompano Beach

- Conducted business budgeting and financial planning workshops for a start- up Culinary Incubator Program and Urban Farming Project
- Assisted in the development of 22 business plans and financial statements for a start- up Culinary Incubator Program

**12/10 – Present Loan Director, IED, Florida:** Management of the Micro-enterprise Loan Fund Program; Providing expertise to potential loan clients for the NW Pompano Beach CRA Business Incubator Program. Working with clients in loan application process, one-on-one technical assistance, credit repair and making presentations to the Loan Committee. Follow-up to approved loans, site visits and monitoring of businesses. Attend board meetings and committee meetings, present financial statements business plans of businesses that provide a report interpretation

***Key Achievements***

- Developed an internal policy loan manual and procedure manual to focus on accountability and compliance
- Collaborated with key financials stakeholders that resulted in 49 micro business loans totaling $869,500 and the creation of 95 jobs
- Assisted in the development of 122 business plans and financial statements
- Conducted business budgeting and financial planning workshops
- Recipient of The FRA Award 2013 Management Program And Creating Partnerships
- Businesses established under loan program now have annual combined sales over $1,825,000
- Invited speaker for Florida League of Cities

**3/2002 – Present Vice President of Operation:** Tropical Elegance, Inc. Pompano Beach, FL
Responsibilities: Provide overall direction and guidance to the operational activities of the company with the objective of maximizing growth and profitability as well as day-to-day leadership and management to all operations functions. Implement programs to ensure attainment of business plan for growth and profit. Implements improved processes and management methods and workflow optimization. Provide mentoring and guidance to subordinates and other employees.

***Key Achievements***

- Created procedures and managed workflow for order/inventory management systems
- Developed guidelines/processes and directed program setup for brand compliance/licensing
- Created an award winning high demand business with over $450,000 in annual sales
- Established and maintained vendor relations to ensure best pricing for our clients

**12/1998 – 3/2002 Manager:** Walgreens, Miami, FL.
Responsibilities: Assisted in supervising a staff of 24 employees. Assisted upper level management in analyzing transactions corrected sales transactions and adjusted errors. Prepare and forward preliminary paperwork to the regional office on any orders with discrepancies. Maintain in good order, all record and files assigned for safekeeping of all company records including computer information and sensitive personal salary records. Maintained direct contact with the outside vendors..

**05/1999 – 12/1998 Assistant Manager:** Eckerd Drugs, Miami, FL.
Responsibilities: Supervise a staff of 15 employees. Assist general manager in analyzing transactions, correct sales transactions, and adjusted errors. Prepare and forward preliminary paperwork to the regional office on any orders with discrepancies.

**5/1997 – 05/1999 General Manager:** Estate and Auction Center, Kendall, FL.
Responsibilities: Schedules and meet with auction dealers in the acquisitions of estates. Oversee the maintenances of the company books and record on all company transaction and asset. I delegated daily work assignments to staff with the emphasis of organizational goals.

## CIVIC ENGAGEMENT

City of Pompano Beach Branding Committee
Martin Luther King Festival Committee
Leadership North Broward Class of 2015
Liaison to the Pompano Beach Northwest CRA District

## EDUCATION

Prospect Hall School of Business, Hollywood, FL- 1997-1998
Associate Degree: Computer Business Administration & Management

Alabama A & M University, Huntsville, AL 1995-1997
Majored in Hotel & Restaurant Management

## OTHER EXPERIENCE/SKILLS

Over 10 years of previous retail & restaurant experience.
Proficient in Microsoft Word, Excel, PowerPoint, Outlook, Adobe Illustrator, Adobe Acrobat, Social Media, and Internet software savvy.

**LANGUAGES:** Kreyol, English
**HONORS:** Class President: Prospect Hall School of Business

District 5

City of Pompano Beach, Florida

In order to assist the City Commission in making Municipal Board/ Committee Appointments, the following information is requested:

NAME OF BOARD/COMMITTEE: Recreation

NAME OF APPLICANT: FRANK SHULMAN

AGE: UNDER 20: ___ 21 - 35 ___ 35 - 50 ___ OVER 50 ✓

HOME ADDRESS: 544 Village Drive PHONE 942 0394

ZIP CODE 33060 OCCUPATION: Therapy office.

RETIRED: ___

BUSINESS ADDRESS: 1925 E Atlantic Blvd Pompano PHONE 942 9345

ARE YOU A REGISTERED VOTER? YES ARE YOU A CITY RESIDENT? YES

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 5 yrs

PREVIOUS RESIDENCE: 5171 NE 6th AVE Pompano Beach FL (county)

ARE YOU A UNITED STATES CITIZEN? YES

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD/COMMITTEE? NO

IF YES, PLEASE LIST NAME: ___

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD/COMMITTEE? No

IF YES, PLEASE LIST NAME:

The City of Pompano Beach is An Equal Opportunity Employer And Does Not Discriminate On The Basis Of Handicapped Status

BOARD/COMMITTEE APPLICATION

PAGE 2

HAVE YOU EVER SERVED ON A CITY BOARD OR COMMITTEE? NO

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE: _____

NUMBER OF MEETINGS HELD: _____ NUMBER OF MEETINGS ATTENDED: _____

PLEASE LIST YOUR BACKGROUND, EXPERIENCE, EDUCATION, ETC., WHICH WOULD QUALIFY YOU TO SERVE ON THIS BOARD OR COMMITTEE.

EDUCATION: MS University of Ill

EXPERIENCE: Managing own business - Educational Consultant; Therapy office

CURRENT POSITION: Owner - Mgr Ethical Massage of Pompano Beach

PAST POSITIONS: Owner Bakery; Food Service; Consultancy; School

HOBBIES: History; Bridge; Developmentally Delayed children; acting, radio,

Signature

ka - 10/16/15

Date Sent Date Rec'd

MAKING ANY FALSE STATEMENTS MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION.

NOTE: IF YOU DO NOT WISH TO SERVE ON THIS BOARD/COMMITTEE, PLEASE EITHER CHECK HERE _____ AND RETURN TO CITY CLERK, OR NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT TO SERVE.

# CRA
## POMPANO BEACH

**COMMUNITY REDEVELOPMENT AGENCY**
**ADVISORY COMMITTEE APPLICATION**
**CITY OF POMPANO BEACH, FLORIDA**

☐ **EAST DISTRICT** ☒ **WEST DISTRICT**

**Post Office Drawer 1300**
**Pompano Beach, Florida 33061**

**Phone: (954) 786-5535**
**Fax: (954) 786-7836**

IN ORDER TO ASSIST THE CRA BOARD IN MAKING ADVISORY COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF APPLICANT: Richard Sasso

HOME ADDRESS: 2615 NE 26 Terrace

CITY/STATE/ZIP CODE: Lighthouse Point FL 33064

HOME #: 786 277974 CELL #: _____ EMAIL ADDRESS: RSASSO@comcast.net

MAILING ADDRESS: 499 West Atlantic Blvd Pompano Beach (MR SQUEAKY CAR WASH)

CITY/STATE/ZIP CODE: Pompano Beach FL 33060

ARE YOU A POMPANO BEACH RESIDENT? YES: ____ NO: _____

IF YES, PLEASE INDICATE DISTRICT IN WHICH YOU LIVE: 1___ 2___ 3___ 4___ 5___

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? YES: X NO: ____

DO YOU OWN A BUSINESS IN POMPANO BEACH? YES: X NO: ____

ARE YOU A REGISTERED VOTER? YES: X NO: ____

HAVE YOU BEEN CONVICTED OF A FELONY IN FLORIDA, OR ANY OTHER STATE, WITHOUT YOUR CIVIL RIGHTS HAVING BEEN RESTORED? YES: ____ NO: X

BUSINESS OR OCCUPATION: Attorney, member of the Florida Bar in good standing since 2
OWNER, MR SQUEAKY CAR WASH

BUSINESS ADDRESS: See mailing address above

CITY/STATE/ZIP: _____

BUSINESS PHONE #: 7862477771 BUSINESS FAX #: _____

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? NO
IF YES, PLEASE LIST NAME: _____

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? YES

IF YES, PLEASE LIST NAME(S):
Yes if needed I would volunteer my time to help Pompano in any way possible

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? NO

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE: _____

BELOW PLEASE LIST BACKGROUND INFORMATION WHICH YOU FEEL WOULD QUALIFY YOU TO SERVE ON THIS COMMITTEE AND / OR ATTACH A RESUME:
Phi Beta Kappa 1997 San Diego State University
Graduate with honors 2000 University of Miami School of Law
Member in Good standing with Florida BAR since 2000
Owner and developer of Mr. Squeaky Car Wash - Pompano West CRA

EDUCATION: See above

EXPERIENCE: See above, intern at Dade County Public Defenders office

CURRENT POSITION: Solo Attorney and Entrepreneur/owner Mr. Squeaky Car Wash

PAST POSITIONS: See above

HOBBIES: Enjoying the diversity in Pompano, including Parks, beaches, restaurants & other businesses

*MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CRA BOARD*

SIGNATURE OF APPLICANT — DATE OF APPLICATION: 10/22/2012

BOARD SECRETARY OR CITY CLERK — DATE RECEIVED OR CONFIRMED: 10/16/15

**NOTE:** IF YOU DO NOT WISH TO SERVE ON THIS COMMITTEE, PLEASE EITHER CHECK HERE _____ AND RETURN TO CITY CLERK, **OR** NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT TO SERVE.

RESOLUTION NO. 2004- 251

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CITY RESOLUTION NUMBER 2003-61 TO INCREASE THE NUMBER OF MEMBERS OF THE RECYCLING AND SOLID WASTE COMMITTEE; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Commission established the Recycling and Solid Waste Committee by City Resolution No. 2003-61; and

**WHEREAS,** the City Commission now wishes to add membership to the Recycling and Solid Waste Committee; now, therefore,

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That City Resolution No. 2003-61 be and the same is hereby amended as follows:

. . .

Section 4. The membership of the Recycling and Solid Waste Committee shall consist of ~~five (5)~~ six (6) people serving without pay who are residents of the City of Pompano Beach. Appointments shall be made by the Mayor and each Commissioner from residents at large within the community who have expressed an interest in serving on the committee and shall be approved by majority vote of the City Commission. The term of office for each member appointed by the City Commission shall be for a term of two (2) years. The Mayor and City Commission shall appoint two (2) alternate members of the Recycling and Solid Waste Committee, who are residents of the City, to be designated as Alternate 1 and Alternate 2. Each alternate shall be appointed for a term of two (2) years, said terms to run concurrently. All members and alternate members shall be subject to removal for cause by the Mayor and City Commission. Alternate member vacancies shall be filled for the unexpired term of the member. Should a temporary absence or disqualification of any member of

the Recycling and Solid Waste Committee occur, the Chairperson of the Committee shall have the right and authority to designate one of the alternate members to serve as a substitute member during the continuance of such absence or disqualification. The Chairperson shall rotate such assignments between the alternate members to the extent that availability of alternate members allows.

. . .

**SECTION 2.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 22nd day of June, 2004.

**JOHN C. RAYSON, MAYOR**

**ATTEST:**

**MARY L. CHAMBERS, CITY CLERK**

GBL/jrm
6/3/04
l:reso/2004-260

RESOLUTION NO. 2003- 61

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH ESTABLISHING A COMMITTEE KNOWN AS THE RECYCLING AND SOLID WASTE COMMITTEE; ESTABLISHING THE PURPOSE AND OBJECTIVES OF SAID COMMITTEE; PROVIDING FOR POWERS AND DUTIES; PROVIDING FOR APPOINTMENT AND QUALIFICATIONS OF MEMBERS; SPECIFYING THE TERM OF THE EXISTENCE OF SUCH COMMITTEE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** communities and their high level of living standards produce tremendous amounts of solid waste and recyclable materials; and

**WHEREAS,** poor management of these materials can lead to environmental, economic and public health problems; and

**WHEREAS,** solid waste reduction, reuse and recycling can mitigate these effects and produce a more sustainable environment; and

**WHEREAS,** the City Commission of the City of Pompano Beach deems it appropriate to establish a committee to promote, encourage and advocate recycling, solid waste reduction and reuse in the City and to make appropriate recommendations to the City Commission as to actions which might be taken for provision of same; now, therefore,

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1:** There is hereby established a new committee to be known as the Recycling and Solid Waste Committee.

**SECTION 2:** It shall be the duty and responsibility of the Recycling and Solid Waste Committee generally to promote and advocate recycling, solid waste reduction and reuse within the City. The goals of the Committee should be to promote and encourage recycling, solid waste reduction and reuse by the citizens of Pompano Beach and implement programs for such, and to advocate good waste management, and to undertake such other duties and projects and responsibilities regarding recycling and solid waste within the City as may be from time to time assigned to said Committee by the City Commission.

**SECTION 3:** The Recycling and Solid Waste Committee is hereby empowered and encouraged to establish subcommittees as may be deemed advisable to assist the Committee in carrying out its assigned functions. Members of such subcommittees shall serve at the pleasure of the Committee and any subcommittee so established may be abolished at any time upon a determination by the Committee that such subcommittee no longer serves any useful function. The Committee shall appoint by majority vote a chairperson of each subcommittee created. Members of the Committee may also be members of any subcommittee. The City Clerk shall maintain an active file containing the names and addresses and other pertinent information as to persons who have expressed an interest in serving on such subcommittees.

**SECTION 4:** The membership of the Recycling and Solid Waste Committee shall consist of five (5) people ~~serving without pay who are residents of~~ the City of Pompano Beach. Appointments shall be made by each Commissioner from residents at large within the community who have expressed an interest in serving on the committee and shall be approved by majority vote of the City Commission. The term of office for each member appointed by the City Commission shall be for a term of two (2) years. The City Commission shall appoint two (2) alternate members of the Recycling and Solid Waste Committee, who are residents of the

City, to be designated as Alternate 1 and Alternate 2. Each alternate shall be appointed for a term of two (2) years, said terms to run concurrently. All members and alternate members shall be subject to removal for cause by the City Commission. Alternate member vacancies shall be filled for the unexpired term of the member. Should a temporary absence or disqualification of any member of the Recycling and Solid Waste Committee occur, the Chairperson of the Committee shall have the right and authority to designate one of the alternate members to serve as a substitute member during the continuance of such absence or disqualification. The Chairperson shall rotate such assignments between the alternate members to the extent that availability of alternate members allows.

**SECTION 5:** Should a vacancy result during an unexpired term, such appointment shall be for the remainder of the unexpired term by the nomination of the Commissioner who nominated the member who is absent and approval by the majority vote of the City Commission.

**SECTION 6:** This Committee shall continue in existence for a period of two (2) years.

**SECTION 7:** The members of this Committee shall meet as soon as practicable after adoption of this Resolution and organize by electing from the membership a Chairperson. The Committee may adopt rules and regulations for the conduct of its meetings including the methods of calling a meeting. The Committee shall keep minutes of its meetings, copies of such minutes to be provided to the City Commission upon request. The Committee shall submit its findings and recommendations to the City Commission from time to time as the Committee may deem advisable or as requested by the City Commission.

**SECTION 8:** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

**SECTION 9:** This Resolution shall become effective upon.

**PASSED AND ADOPTED** this 12th day of November, 2002.

**WILLIAM F. GRIFFIN, MAYOR**

**ATTEST:**

**MARY L. CHAMBERS, CITY CLERK**

GBL/jrm
11/7/02
l:reso/2003-29

(b) Study the availability of water, sewers, roads, and other facilities in areas conducive to industry.

(c) Research and examine the industrial bond market, funding by banks, and state matching funds.

(d) Study industrial incentive programs which have been successfully accomplished in neighboring states such as Georgia, Alabama, and Mississippi.

(e) Establish public relations with owners of property in areas designated for future industrial development, both within the present city limits and within areas proposed for annexation into the city; develop information as to the pricing structure of parcels of land which may be required in those areas for industrial use; obtain sketches and surveys of available and potentially available parcels of land in those areas.

(9) To periodically survey the condition of the tourist industry in the city from the standpoint of determining the extent to which the potential of the city for attracting tourists is being utilized; to study the economic feasibility of constructing, modernizing, expanding, and rebuilding hotels and motels within the city.

(10) Any other duties the City Commission may direct.
('58 Code, § 2.51)

(B) In order to carry out the multiplicity of duties assigned to it, and to encourage the participation of the citizenry in its activities, the Industrial Development Advisory Board is hereby empowered to establish those committees it may deem advisable to assist the Board in carrying out its assigned functions. Members of these committees shall be appointed by majority vote of the Board, and shall either be residents of, or actively engaged in, business in the city, or the annexation reserve areas of the city as these areas are defined in the Charter. Members of the Board may also serve on the committees, members of the committees shall serve at the pleasure of the Board, and any committee so established may be abolished at any time upon a determination by the Board that the committee no longer serves any useful function. The Board shall appoint by majority vote a Chairman of each committee created pursuant to this section; the Chairman of any committee may also be a member of the Board. The activities of the committees shall be limited to acting in an advisory and information-gathering capacity for the Board. ('58 Code, § 2.52)
(Ord. 77-35, passed 4-19-77)
(Ord. 77-5, passed 11-16-76)

## § 33.064 ADVISORY CAPACITY OF BOARD.

Except as may otherwise be provided by ordinance, the powers and duties of the Industrial Development Advisory Board are of an advisory nature only, and the Board shall not have any powers or duties which conflict with or supersede the powers and duties of other city advisory boards.
('58 Code, § 2.53) (Ord. 77-5, passed 11-16-76)

## § 33.065 LIABILITY.

Neither the Industrial Development Advisory Board nor any member thereof shall incur any financial liability in the name of the city.
('58 Code, § 2.54) (Ord. 77-5, passed 11-16-76)

## § 33.066 PAYMENT OF EXPENSES.

The City Commission may provide for payment out of the general fund of the city of such sums as the Commission may deem appropriate for the payment of any expenses of the Industrial Development Advisory Board as the City Commission may from time to time determine to be necessary in order for the Board to carry out its duties and responsibilities, including, but not limited to, expenses for secretarial services and travel expenses.
('58 Code, § 2.55) (Ord. 77-5, passed 11-16-76)

# PARKS AND RECREATION ADVISORY BOARD

## § 33.075 ESTABLISHMENT.

Pursuant to the provisions of section 234 of the Charter, there is hereby established a Parks and Recreation Advisory Board.
('58 Code, § 33.01 (a)) (Ord. 66-60, passed 7-27-66)

Cross-reference:
Parks and Playgrounds, see Chapter 98
Recreation Department, see §§32.80 and 32.81

## § 33.076 MEMBERS.

(A) Membership of the Parks and Recreation Advisory Board shall be composed of men or women who are registered voters and real property owners in the city and shall consist of five members serving without pay. Any vacancies in the Board shall be filled by the City Commission, and where a vacancy occurs otherwise than by expiration of the term, the appointment filling the vacancy shall be for the unexpired term. The City Manager, or a person designated by him, shall be an ex officio sixth member of the Board and shall act as executive secretary thereof.

(B) All members of the Parks and Recreation Advisory Board shall be appointed by the City Commission to serve the following terms. Terms of the first members shall be as follows: one member to serve one year, two members to serve two years, and two members to serve three years. All members appointed in the future after the appointment of the original members shall be appointed to serve for a period of three years.
('58 Code, § 33.01 (b) and (c))
(Ord. 66-60, passed 7-27-66)

§ 33.077 POWERS AND DUTIES.

(A) Immediately after their appointment, the Parks and Recreation Advisory Board shall meet and organize by electing from the membership a Chairman and a Secretary. The Board shall adopt rules and regulations for the conduct of its meetings, including the methods of calling a meeting. The Board shall keep minutes of its meetings and shall send copies of the minutes to the City Commission and the City Manager. It shall also make an annual report to the City Commission and shall make other reports from time to time as may be requested by the City Commission or desired to be submitted by the Board.

(B) The Parks and Recreation Advisory Board shall study the public playgrounds and parks, playfields, indoor and outdoor recreation centers, and other recreation areas and facilities owned or controlled by the city and shall make its recommendations to the City Commission with respect to the operation and improvement thereof, as well as its recommendations as to the improvement of existing forms of recreation and cultural activity or the implementation of new forms of recreation and cultural activities which will employ the leisure time of the citizens of the city in a constructive and wholesome manner.
('58 Code, § 33.02) (Ord. 66-60, passed 7-27-66)

PENSION BOARD OF GENERAL EMPLOYEES RETIREMENT SYSTEM

§ 33.085 ESTABLISHMENT.

For provisions governing the Pension Board of General Employees Retirement System, see § 34.013.

PENSION BOARD OF POLICE AND FIREFIGHTERS RETIREMENT SYSTEM

§ 33.090 ESTABLISHMENT.

For provisions governing the Pension Board of Police and Firefighters Retirement System, see § 34.048.

PLANNING AND ZONING BOARD

§ 33.095 ESTABLISHMENT.

For provisions governing the Planning and Zoning Board, see §154.16.

SAND AND SPURS ADVISORY BOARD

§ 33.100 COMPOSITION.

In accordance with the terms of section 234 of the Charter, there shall be an Advisory Board known as the Sand and Spurs Advisory Board composed of five persons. The Recreation Director shall meet with the Board as its advisor with no vote.
('58 Code, § 33.52) (Ord. 76-51, passed 5-18-76)

Cross-reference:
Sand and Spurs Stables, see §§ 98.60 through 98.71

§ 33.101 DUTIES.

The Sand and Spurs Advisory Board shall have the following duties.

(A) Initiate, make, and recommend to the City Commission a master plan for the physical development of the Sand and Spurs Stables, and to recommend proposed changes in the plan from time to time.

(B) Promote public interest in, and understanding of, the Sand and Spurs Stables.

(C) Keep a public record of its findings and recommendations.

(D) Advise and assist the City Commission in matters concerning the operation and use of the Sand and Spurs Stables.

(E) Other duties as the City Commission may direct.
('58 Code, § 33.53) (Ord. 76-51, passed 5-18-76)

ZONING BOARD OF APPEALS

§ 33.110 ESTABLISHMENT.

For provisions concerning the Zoning Board of Appeals, see Charter sections 221 through 227 and § 155.022.

MARINE ADVISORY BOARD

§ 33.120 ESTABLISHMENT.

Pursuant to the provisions of Section 234 of the Charter, there is estabished a Marine Advisory Board.
(Ord. 86-1, passed 10-1-85)

§ 33.121 MEMBERS.

(A) The Marine Advisory Board shall

ORDINANCE NO. 2005-35

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**AN ORDINANCE AMENDING CHAPTER 33, "BOARDS AND COMMISSIONS", OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 33.076, "MEMBERS", TO PROVIDE FOR AN ADDITIONAL MEMBER OF THE PARKS AND RECREATION ADVISORY BOARD AND ESTABLISHING A TERM OF OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE**

**WHEREAS,** the City Commission established the Parks and Recreation Advisory Board consisting of five (5) members; and

**WHEREAS,** the City Commission now wishes to add an additional member to the Parks and Recreation Advisory Board and establish a term of office for member; and

**WHEREAS,** the City Charter has been amended to allow the City Commission to establish the number and term of office of members on advisory boards; and

**WHEREAS,** pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed Ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

**WHEREAS,** a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That Section 33.076 "Members", of Chapter 33, "Boards and Commissions", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

**§ 33.076 MEMBERS.**

(A) Membership of the Parks and Recreation Advisory Board shall be composed of men or women who are registered voters and real property owners in the City of Pompano Beach and shall consist of ~~five (5)~~ six (6) members serving

without pay. Any vacancies in such Board shall be filled by the City Commission, and where such vacancy occurs otherwise than by expiration of the term, the appointment filling such vacancy shall be for the unexpired term. The City Manager, or a person designated by him, shall be an ex-officio ~~sixth~~ seventh member of said Board and shall act as Executive Secretary thereof.

(B) All members of the Parks and Recreation Advisory Board shall be appointed by the City Commission to ~~serve the following terms. Terms of the first members shall be as follows: one member to serve one year, two members to serve two years, and two members to~~ serve three years except the sixth member appointed after the effective date of this ordinance may be initially appointed for a shorter term. ~~All members appointed in the future after the appointment of the original members shall be appointed to serve for a period of three years.~~

. . .

**SECTION 2.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 3.** All ordinances or parts of ordinances in conflict herewith be and the same are hereby revoked.

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this 11th day of January, 2005.

**PASSED SECOND READING** this 25th day of January, 2005.

**JOHN C. RAYSON, MAYOR**

**ATTEST:**

**MARY L. CHAMBERS, CITY CLERK**

GBL/jrm
12/14/04
l:ord/ch33/2005-96

ORDINANCE NO. 60-60

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE CREATING A PARKS AND RECREATION ADVISORY BOARD, PRESCRIBING TERMS OF OFFICE OF ITS MEMBERS AND THEIR POWERS AND DUTIES; PROVIDING A SAVINGS CLAUSE; REPEALING ALL ORDINANCES IN CONFLICT; AND FOR OTHER PURPOSES.

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: Establishment: Pursuant to the provisions of Section 234 of the Charter of the City of Pompano Beach, Florida, there is hereby established a Parks and Recreation Advisory Board.

SECTION 2: Membership: Membership of this Board shall be composed of men or women who are registered voters and real property owners in the City of Pompano Beach and shall consist of five (5) members serving without pay. Any vacancies in such Board shall be filled by the City Commission, and where such vacancy occurs otherwise than by expiration of the term, the appointment filling such vacancy shall be for the unexpired term. The City Manager, or a person designated by him, shall be an ex-officio sixth member of said Board and shall act as Executive Secretary thereof.

SECTION 3: Term: All members of the Parks and Recreation Advisory Board shall be appointed by the City Commission to serve the following terms:

(1) Terms of the first members shall be as follows:

One member to serve one (1) year,
Two members to serve two (2) years,
Two members to serve three (3) years.

(2) All members appointed in the future after the appointment of the original members shall be appointed to serve for a period of three (3) years.

SECTION 4: Powers and Duties:

(1) Immediately after their appointment, the Board shall meet and organize by electing from the membership a Chairman and a Secretary. The Board shall adopt rules and regulations for the conduct of its meetings, including the methods of calling a meeting. The Board shall keep Minutes of its meetings and shall send copies of said Minutes to the City Commission and the City Manager. It shall also make an annual report to the City Commission and shall make such other reports from time to time as may be requested by the City Commission or desired to be submitted by said Board.

(2) The Parks and Recreation Board shall study the public playgrounds and parks, playfields, indoor and outdoor recreation centers and other recreation areas and facilities owned or controlled by the City and shall make its recommendations to the City Commission with respect to the operation and improvement thereof, as well as its recommendations as to the improvement of existing forms of recreation and cultural activity or the implementation of new forms of recreation and cultural activities which will employ the leisure time of the citizens of the City of Pompano Beach in a constructive and wholesome manner.

SECTION 5: Should any section or provision of this ordinance or any portion thereof, or any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or any part hereof, other than the part declared to be invalid.

SECTION 6: All ordinances or parts of ordinances in

conflict herewith be and the same are hereby repealed.

PASSED FIRST READING this 27th day of June, 1966.

PASSED SECOND READING this 27th day of July, 1966.

STEWART R. KESTER, Mayor

ATTEST:

PAUL NUNNEKER, City Clerk

| Name | Address | District | Phone | Appointed | Expires | Reso No. |
|---|---|---|---|---|---|---|
| **Christopher G. Mullon (Vice Chair)**<br>City Commission At Large | 808 N.E. 5th Avenue (33060)<br>cgmullon@bellsouth.net | 3 | 954-943-3504 | 7/23/2013 | 8/24/2016 | 2013-335 |
| **Albert Hill**<br>City Commission At Large | 384 N.W. 16th Court (33060)<br>alberthill@bellosuth.net | 4 | 954-783-1731 H<br>954-263-0193 C | 2/24/2015 | 11/11/2018 | 2015-197 |
| **Walter Head**<br>City Commission At Large | 613 Northeast 2nd Avenue (33060) | 2 | 954-784-0678 H<br>954-348-2656 C | 4/28/2015 | 8/22/2016<br>*Michelle Rhoulac | 2015-291 |
| **Walter Clark**<br>City Commission At Large | 2541 NW 12th Court, (33069) | 5 | 954-347-5710 c<br>954-971-2881 h | 11/12/2013 | 11/14/2015<br>*Jones Term | 2014-72 |
| **Rafael Katz (Chair)**<br>City Commission At Large | 2711 NE 9th Ct. 33062<br>rafi@katzlawgroup.net | 1 | 954-788-9396 | 8/22/2014 | 8/22/2017 | 2014-291 |
| **Kenneth C. Arnold**<br>City Commission At Large | 1849 E. Alantic Blvd. (33060)<br>kcarnbc@yahoo.com | 3 | 954-609-5972 (Cell<br>786-1098 (O) | 4/25/2015 | 4/25/2018 | 2015-290 |
| **(1) Latoya T. Almonord**<br>City Commission At Large | 501 N.W. 17th Avenue (33069) | 4 | 954-394-3473 | 7/22/2014 | 7/1/2016<br>*Clark Term | 2014-292 |
| **(2) Charles H. Bechert, III**<br>City Commission At Large | 371 S.E. 9th Ct., (33060)<br>Trip@southfloridaattorney.com | 3 | 954-401-0183 h<br>954-941-8363 o | 6/25/2013 | 7/1/2016 | 2013-294 |
| **Anne Hollady - Secretary** | | | 954-786-4191 | | | |

Meets: First Wednesday of each month @4:30pm in the Emma Lou Olson Civic Center
Elections: Annually in February
Established: City Resolution No. 66-60